



**PROGRAM AGREEMENT
AND CODE OF CONDUCT**

2018-2019

Sun Valley Ski Education Foundation, Inc. Program Agreement & Code of Conduct



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THIS PROGRAM AGREEMENT (the “Agreement”) is effective immediately upon registering the ATHLETE (referred to as “Athlete” in this Agreement), for the SUN VALLEY SKI EDUCATION FOUNDATION, INC. (“SVSEF”), an Idaho nonprofit corporation, and is between SVSEF, the Athlete and the Athlete’s PARENTS/GUARDIANS (individually or collectively referred to as “Parent” in this Agreement, even if a Guardian or Guardians). The term SVSEF shall include its employees, such as coaches, volunteers, independent contractors or third parties authorized to represent SVSEF.

PARTICIPATION IN PROGRAM:

In consideration of the payment of fees and other covenants and promises of Parent on Parent’s behalf and Athlete’s behalf as provided in this Agreement, SVSEF shall organize, sponsor and provide coaching and training services for Athlete in the Program. The term Program, as used in this Agreement, shall refer to any and all activities arising out of or related to Athlete’s participation with SVSEF for the period commencing July 1 and ending June 30 of the current fiscal year. All outstanding amounts due that arise out of Athlete’s and any of Athlete’s sibling’s participation with SVSEF pursuant to a prior Program or agreement, if any, shall be paid in full prior to the Athlete’s eligibility for SVSEF to accept this Agreement, or Parent and SVSEF must enter into a separate written agreement satisfactory to SVSEF for the payment of the outstanding balance. This Agreement is not effective, and Athlete may not participate unless or until SVSEF accepts this Agreement.

AGREEMENT TO PAY:

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As the parents or legal guardians of the Athlete, Parent(s) are financially responsible for Athlete. As a result, Parent agrees to pay SVSEF as a fee the tuition as set forth by SVSEF for the season. Parent agrees to pay SVSEF the full amount.

TRAVEL AND ADDITIONAL EXPENSES:

In most cases, tuition covers the cost of coaching and access to training. Ski passes for Bald Mountain, Dollar Mountain, and Rotarun are not included. Ski passes for the BCRD trail system are typically either issued free, to younger aged athletes, by the Blaine County Recreation District or are included in the price of tuition. With few exceptions, all other costs are additional, including but not limited to: wax, equipment, team gear, clothing, uniforms, travel, bus transportation, gym memberships, camps, races, U.S. Ski & Snowboard/USASA/FIS/IFSA licenses and memberships, banquets, entry fees, and all other training or competitive events.

REFUND POLICY:

SVSEF and its staff strive to provide the best fit within our programs for your child. We will issue a refund of your tuition, less any hard costs if applicable, until December 1st if it's determined that your program is not a good fit for your child. SVSEF will not issue refunds under this Agreement after December 1. Written request for a refund must be received by the SVSEF business office by December 1. In the event of injury that results in Athlete's inability to participate in the program, refund requests will be prorated based on participation until time of injury. There will be no injury proration after March 1. Written requests for refunds must be approved by the Athlete's program director and submitted to the business office within a reasonable time following the injury.

PAYMENT OPTIONS:

Because program fees only pay for a portion of the total costs of SVSEF programming, SVSEF has a "pay before you play" philosophy. Members are required to adhere to tuition payment schedules as outlined in program descriptions and SVSEF policies. Failure to pay tuition, as it relates to the payment schedule, may result in an athlete's inability to participate in SVSEF activities.

SVSEF accepts cash, MasterCard, Visa, American Express, checks, and e checks payable to the order of SVSEF. SVSEF relies on your prompt payment and does not generally make exceptions to the tuition payment schedule. Payment for all other goods, services, camps, and trips is required at the time of sign up on the SVSEF website, or via phone with the SVSEF administrative office.

Notes on payment:

- Payments made by credit card will be charged a 3% handling fee.
- All returned checks will be assessed a \$15 fee.
- Late fees of 1% will be assessed to accounts more than 60 days past due. This fee will be assessed on January 1st. **Registering for a payment plan can help avoid this fee***

Payments can be made by logging into your [MyAccount](#) on the website, by calling the office during regular business hours, in person, or by mail to SVSEF, P.O. Box 203, Sun Valley, ID 83353.

In the event of an account becoming seriously delinquent, it may be necessary for SVSEF to engage a collections agency to assist in securing payment on the account. Please contact the SVSEF business office for more information on the collections process.

PAYMENT PLANS:

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SVSEF offers payment plans to families who find spreading the payment for program fees over a period of time attractive.

Notes on payment plans:

- For families on payment plans, 100% of tuition is due prior to April 30th. A payment plan schedule reflecting this amortized schedule is required.
- Payment plans can be made at any time and are encouraged to be set up early in the registration process to keep monthly fees lower.
- The 60-day 1% late fee will be waived for families actively enrolled in a payment plan.
- Payments made by credit card will be charged a 3% handling fee.

please call the office at 208-726-4129 or log into you [MyAccount](#) on the website and select Payment Plan.

VOLUNTEER OPPORTUNITIES:

SVSEF relies on parents to support its efforts in hosting competitions and fundraising events. All parents are encouraged to support SVSEF by donating their time, money, or tangible goods. Please visit our website at www.svsef.org to sign up for volunteer positions throughout the year.

FUNDRAISING:

SVSEF does not charge the full cost of an athlete's program fees. On average, the fee each athlete pays covers 50% of the actual cost to provide the program. The "gap" in the fees charged and the real cost of the program is supported by our annual fund, fundraising events, grants, and sponsorships. Your participation in SVSEF's annual fund, fundraising events, and being a sponsor shows dedication and support for SVSEF's mission, the exceptional staff, and much more. SVSEF needs and appreciates gifts of every size. Your support of our fundraisers, annual fund, and as sponsors will inspire others to give.

FINANCIAL AID:

Through the generosity of our community and donors, SVSEF is able to provide over \$300,000 annually in need-based and merit-based financial aid to its athletes and families. Financial aid for tuition is determined by family finances as reported through a third-party organization (SSS). SVSEF allocates funds for need-based merit aid that may be applied to travel and/or project costs.

Merit aid is awarded on a case-by-case basis as determined by the program director, head coach, and executive director. Merit-based funds are allocated based on unique opportunities that arise through event or camp qualification. Awards are granted based on effort, sportsmanship, and attendance as provided by the Athlete's program director or head coach. More information on financial aid can be found at <https://svsef.org/registration-financial-aid/>.

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION:

By entering into this Agreement, Parent on Parent's behalf and Athlete's behalf voluntarily and willingly requests that Athlete participate in the Program. Parent on Parent's behalf and Athlete's behalf acknowledges the Program, as defined in this Agreement, includes, but is not limited to, activities arising out of or related to Athlete's participation with SVSEF, such as not only skiing and/or snowboarding and competition, but also dry land training of many types, at the coaches' discretion, which may occur in facilities not owned or operated by SVSEF, travel in SVSEF owned and

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non-owned vehicles to and from training, competition, outings and excursions that may occur in connection with the Program.

Parent on Parent's behalf and Athlete's behalf understands the Program involves risk of bodily injury, death and property loss or damage to Athlete and/or third persons and such risks may result in damages sustained by Parent, Athlete and/or third persons.

IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE PROGRAM, PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF ASSUMES ALL RISKS ARISING OUT OF OR RELATED TO ATHLETE'S PARTICIPATION IN THE PROGRAM. PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF RELEASES, WAIVES AND FOREVER DISCHARGES FROM ANY AND ALL LIABILITY AND HOLDS HARMLESS AND INDEMNIFIES SVSEF, ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AGENTS AND/OR REPRESENTATIVES OF ANY KIND FOR ANY PERSONAL INJURY AND/OR PROPERTY LOSS OR DAMAGE TO ATHLETE, PARENT OR A THIRD PARTY AND/OR THE PROPERTY OF ATHLETE, PARENT OR A THIRD PARTY ARISING OUT OF OR RESULTING FROM ATHLETE'S PARTICIPATION IN THE PROGRAM, AND FOR ANY CLAIMS. THE TERM "CLAIMS" AS USED IN THIS AGREEMENT, SHALL MEAN AND INCLUDE, BUT NOT BE LIMITED TO ANY AND ALL ATTORNEY FEES (INCLUDING ATTORNEY FEES ON APPEAL OR IN BANKRUPTCY COURT), AWARDS, CAUSES OF ACTION, CLAIMS, CONTRACTS, COSTS, DAMAGES, DEBTS, DEMANDS, EXPENSES, INJURIES, LOANS, LOSSES, LIABILITIES, LITIGATION, JUDGEMENTS, NOTES, OBLIGATIONS, RECOVERIES AND/OR RIGHTS, WHETHER FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, KNOWN OR UNKNOWN, CONTINGENT OR NONCONTINGENT, LIQUIDATED OR UNLIQUIDATED, ASSERTED OR WHICH MAY BE ASSERTED.

Parent on behalf of Parent and on behalf of Athlete understands that under Idaho law, SVSEF is a charitable and nonprofit corporation or organization as defined by Idaho Code section 6-1601, subparagraphs (1) and (6). As a result, pursuant to Idaho Code section 6-1605, the officers, directors and volunteers who serve the nonprofit corporation or organization without compensation shall be personally immune from civil liability arising out of their conduct as an officer, director or volunteer, if such conduct is within the course and scope of the duties and functions of the individual officer, director and volunteer, and at the direction of the corporation or organization.

PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF AGREES THIS CONDITION OF THE AGREEMENT SHALL LEGALLY BIND ATHLETE, PARENT AND ATHLETE'S AND PARENT'S HEIRS, TRUSTEES, PERSONAL REPRESENTATIVES, AND ASSIGNS. PARENT CAREFULLY READ THIS PORTION OF THE AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. PARENT IS AWARE THAT PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF IS RELEASING CERTAIN LEGAL RIGHTS BY THIS RELEASE THAT PARENT AND ATHLETE OTHERWISE MAY HAVE.

SVSEF's insurance does not cover any items or property not specifically owned by SVSEF whether items are in the training center, vans, on-site, or off-site. We strongly recommend families work with their own insurance company to secure the coverage they seek.

RECORDING RELEASE:

Parent and Athlete give SVSEF consent to photograph, film, record, videotape (collectively referred to as "recordings") and then use, reproduce, and publish recordings of Athlete or Parent. Parent and Athlete (even after Athlete is an adult) agree that any such recordings shall be SVSEF's sole property for any lawful use, and Parent and Athlete release SVSEF from any and all claims in connection with the recordings.

CONSENT TO TESTING FOR SUBSTANCE USE:

Parent and Athlete acknowledge it is the philosophy of SVSEF that athletes and SVSEF staff shall be drug free. Parent on Parent's behalf and Athlete's agree that Athlete shall upon request submit to a test of Athlete's blood, urine, saliva, or hair to detect the presence of illegal drugs and other substances, such as alcohol and nicotine products. Parent may be asked to pay the cost for such test if requested. Also, in accordance with the Code of Conduct,

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Athletes will be subject to random drug testing. SVSEF will only share the results of the test with Athlete and Parent associated. Academic partners should the situation warrant, unless a court of competent jurisdiction orders the information to be disclosed. A positive test for an illegal drug or alcohol will be administered according to the SVSEF Code of Conduct.

CONSENT TO MEDICAL TREATMENT AND MEDICAL INSURANCE:

Parent consents to SVSEF obtaining medical or dental treatment in the event the Athlete needs medical or dental care, at SVSEF's sole discretion. SVSEF shall attempt to contact the Parent and physicians indicated on the household information contained within the [MyAccount](#) section of the website. Prior to Athlete's eligibility for participation in the Program, Parent shall acquire and maintain during the season a policy of health and accident insurance for Athlete providing major medical health insurance coverage for Athlete. Parent acknowledges and agrees that the information provided on the Medical Information Form about the health and accident insurance in place for Athlete is true and complete at the time of the execution of the Agreement and that the policy will remain in full force and effect during the Program. Parent will notify SVSEF of any medical conditions or changes to medical conditions of the Athlete and of any change in insurance coverage.

IMPACT TESTING:

Due to the serious nature and consequence of concussion, SVSEF requires that all Alpine IMD, USSA, FIS and PG team members as well as all Big Mountain, Freestyle, Freeski, and Snowboard Progression Team and Travel Team Athletes complete a baseline impact test every two years. Baseline tests administered by Blaine County or Sun Valley Community School partners, assuming they are current within two years, are acceptable. In the event of a concussion, it is required that SVSEF Athletes are evaluated and cleared by a certified medical professional prior to re-entering SVSEF participation. SVSEF coaches are authorized to facilitate a post-injury impact test(s) in coordination with a certified medical professional as required.

CONSENT TO SCHOOL INQUIRIES:

Parent and Athlete hereby consent to periodic inquiries made by SVSEF directly to the school as to Athlete's completion of course work, progress and grades.


ACADEMIC STANDARDS:

There are academic policies in place to ensure athletes know that SVSEF is serious about their education. It is our philosophy to create Strong Minds, Strong Bodies, and Strong Futures; therefore, the educational component is at the forefront.

GRADE REPORTING & TEACHER COMMUNICATION:

If the Athlete will be missing school for a competition or training camp, they are required to communicate with their teachers and fill out a Pre-Excuse Travel Grade Report **THREE DAYS** prior to a traveling competition or camp where school days will be missed. The forms are available at the front office of WRHS and WRMS. ****The Pre-Excuse Travel Grade Report is in place so that the Athlete communicates with his or her teachers, making them accountable for their work.**

WRHS: SVSEF provides a list of traveling athletes to the school, so athletes DO NOT have to turn the high school forms to the attendance secretary. The SVSEF Pre-Excuse Travel Grade report (or copies) should be handed to the Athlete's coach or the Academic Director via email (Erika@svsef.org).



Sun Valley Ski Education Foundation
Pre-Excuse Travel Grade Report

Student Name: _____

Race Date: _____ Location: _____

Date(s) of School Absence: _____ thru _____

Students: This form must be filled out by your teachers and you must present this to the Academic Director three (3) days prior to leaving for any competition where school days are missed. A completed form is REQUIRED to qualify to travel.

Teachers: Please provide an appropriate grade for the day team student. Any remarks you have regarding the athlete's academic performance are welcome. SVSEF athletes should also be communicating with you about work they will miss during the competition. Any questions, please contact Erika Hagan, erika@svsef.org

Period	Class	Current Grade	Teacher's Comments & Assignments Missed	Teacher's Signature
1				
2				
3				
4				
5				
6				
7				
Advisory				

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WRMS: SVSEF provides a list of traveling athletes to the school, but parents MUST excuse them for the traveling competition or camp, as well. At the time of parent excuse, a pre-excuse form found at the WRMS front office, will need to be completed before departure. Please provide SVSEF a copy of this form to the Athlete's coach or Academic Director before handing it into the WRMS administration.

TRAVEL ELIGIBILITY:

SVSEF requires every athlete to maintain at least a "C-" letter grade, or 71% or higher, **IN EVERY CLASS** regularly attended, and an "F" letter grade, or 59% or higher, **IN EVERY Idaho Digital Learning Academy (IDLA)** to be eligible to miss school and travel to a SVSEF training camp or competition. **For year-round SVSEF programs, these policies are in effect for the entire academic year.

DISCIPLINARY POLICIES:

If the Athlete falls below the C- in a regularly attended course or an F in an IDLA course grade requirement, they may not be eligible to travel with SVSEF teams. Attendance with any SVSEF program activity may be suspended if the Athlete does not make an effort to improve their grades per their Academic Recovery Plan. This can include turning off individual ski passes. Please refer to the Academic Recovery Plan for further information.

ACADEMIC MONITORING:

WRHS and WRMS student-athletes and parents will receive an "alert" email if any grade falls to a "C-" or below in regular classes or an "F" or below in IDLA. These emails are intended to help PREVENT an athlete from travel restrictions. Athletes will have one week to improve any grade below a "C-" or below in a regular class or an "F" in IDLA before travel/training restrictions go into effect. A follow up email will be sent if necessary.

WRMS policy requires that athletes with a GPA below 2.0 or any grade below a "D" NOT be allowed to miss class for regular training. In addition, the Academic Director will follow up with teachers in order to better understand and have perspective on the academic issue.

We understand that there may be a lag in the time it takes for assignments to be graded following turning work in. It is essential that students are diligent in their work and become self-advocates with their teachers. Quick response time with the SVSEF Academic Director is a key component to our understanding of an individual's academic status and our ability to manage their travel/training eligibility. SVSEF holds the right to not excuse athletes from time missed at school for SVSEF activities, or affiliated, should policies and monitoring requirements not be adhered to.

ACADEMIC RECOVERY PLAN (ARP):

An ARP will be put in place once communication is established via the "follow-up" email with Parent, Athlete, teacher and coach. Each recovery plan will be on an individual basis due to the circumstance of the Athlete in question. An "Academic Recovery Plan" will include resources provided by SVSEF and Blaine County Schools as well as effort put forth by the Athlete to bring grades back to travel and training standards. After a realistic time frame, established by all partners involved in the email, the Athlete's travel and training privileges will be discussed and disciplinary means may or may not need to be discussed.

ACADEMIC ASSISTANCE:

In order to support SVSEF athletes in balancing academics with team training and competitive schedules, the SVSEF Academic Program has an open tutoring program available for all SVSEF student-athletes 2 days a week. This service

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helps coordinate need-based tutoring, provides open tutoring with subject specialists, and facilitates communication with school representatives at no additional cost to families.

SCHOOL ATTENDANCE:

Athletes are expected to attend school on time the morning following a travel day, regardless of the time of arrival the prior night. This Code is incorporated by this reference and the Athlete must abide by all guidelines set forth by the Blaine County School District, Sun Valley Community School, Inc., The Sage School, or other schools as applicable.

USSA LICENSE REQUIRED:

As a condition of the Athlete's participation in the Program, the Athlete must purchase and keep current a U.S. Ski and Snowboard license appropriate for their age and competition level for the current fiscal license year. Please note that Big Mountain and competition-level athletes may be required to obtain additional licensing; if you have questions, speak with your coach.

MISCELLANEOUS PROVISIONS:

This Agreement and terms and conditions contained in this Agreement are the full, complete and only expression of the Agreement between the parties. Terms that are spoken or written by either party before or after the parties sign this Agreement that are not contained in this Agreement shall not alter or vary the terms of this Agreement or the interpretation of its terms. The parties may only modify this Agreement by an authorized representative of each party signing a separate written addendum to this Agreement. In addition, no custom or course of dealing by either party or between the parties shall in any way vary or alter the terms of this Agreement. If any term of this Agreement is determined to be invalid for any reason, all other terms and conditions shall remain in full force and be given effect. The prevailing party shall receive any attorney fees and costs incurred in enforcing any provision of this Agreement or any controversy arising out of any provision of this Agreement, whether a lawsuit is filed and including any lawsuits involving an appeal or a bankruptcy court. The parties agree that the interpretation of this Agreement shall be according to Idaho law, and ambiguities, if any, shall not be construed against SVSEF as the drafting party.

ATHLETE AND PARENT CODE OF CONDUCT:

Athlete and Parent have read, understand and agree to the SVSEF Code of Conduct outlined below and summarized on the last page. The Code of Conduct is policy established by SVSEF and its terms and conditions are incorporated by reference into this Agreement. Parent on Parent's behalf and Athlete's behalf agree that SVSEF, in its sole discretion, has the right to discipline, suspend or dismiss Athlete in accordance with the Code of Conduct.

Being an athlete and participating in any SVSEF program or event is a privilege. SVSEF provides exceptional snow sport programs for the youth of the Wood River Valley. The primary goal of the program is to assist each participant in reaching his/her athletic potential, while developing a positive attitude and strong personal character. SVSEF values include sportsmanship, citizenship, character, teamwork, creativity, passion and perseverance. We believe that by promoting these values, our athletes build strong minds, strong bodies, and strong futures.

In keeping with the SVSEF vision to create the best junior Snowsports development program in the nation, SVSEF requires athletes, parents, guardians, and staff to read, understand and abide by the following Code of Conduct (referred to simply as the Code). The purpose of the Code is to encourage athletes to perform to the best of their ability, to encourage athletes, parents and guardians to take action that positively reflects on SVSEF, and to provide a procedure for SVSEF to review and address alleged conduct that SVSEF determines, in its sole discretion, negatively impacts SVSEF. This Code of Conduct extends to SVSEF athletes', staffs', parents' and guardians' actions all year round and in all venues. If an athlete is a member of any SVSEF program, all conduct is within SVSEF's jurisdiction, unless

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and until an athlete is no longer an SVSEF athlete. Violations of the Code of Conduct are considered serious offenses and will be addressed appropriately.

CONDUCT:

SVSEF athletes must be self-disciplined to succeed. Athletes should be focused on setting, working toward, and achieving goals. Preparation, attendance, punctuality, hard work, listening, learning, respecting, and cooperating with SVSEF coaches, staff, parents, and friends all help the athlete to achieve his/her goals. SVSEF believes that for an athlete to become a world-class competitor, first he or she needs to have the self-discipline to become a world-class person. SVSEF athletes are encouraged to lead a lifestyle that will enable them to attain high personal goals and make SVSEF the best possible experience for themselves and for others. In addition, SVSEF expects athletes to support, respect and be responsible to their sport both within the community, and the communities that athletes visit with or without SVSEF.

COMMUNITY:

A close-knit team is based on a structure of self-discipline, responsibility, respect, communication, and leadership. All SVSEF athletes, especially older SVSEF athletes, serve as role models for younger SVSEF athletes, the rest of the athletic body and the community. In addition to individual athletic, academic and personal growth, SVSEF philosophy emphasizes teamwork, team safety and team success. SVSEF strives to be a close-knit community for athletes, parents, guardians and staff. As a result, every individual athlete's conduct has an impact on him/herself and the entire SVSEF community. Athletes must understand that personal preferences and freedoms may, from time to time, become secondary to the preferences and needs of the team.

ATHLETE DISCIPLINE:

SVSEF will address conduct that SVSEF determines, in its sole discretion, negatively impacts SVSEF, an athlete, a coach, or any member of the staff. SVSEF is focused on the growth of the athlete as a person, the safety of all SVSEF athletes and the community, and the security of SVSEF as an organization. Therefore, consideration of an athlete's conduct and any discipline are handled on a case-by-case basis regarding circumstances specific to the conduct of the athlete. SVSEF will seek to apply a reasonable amount of consistency, regarding behavior, to all athletes, with the understanding that each individual and each circumstance is unique. All SVSEF employees have the authority to consider conduct and administer appropriate steps to resolve, mitigate, and report code of conduct violations.

If SVSEF disciplines or dismisses an athlete, the athlete's parents or guardians will be liable to SVSEF for outstanding amounts, including but not limited to, any unpaid tuition for the entire season, which will not be prorated for the time of discipline or dismissal, equipment, travel and race expenses, and expenses, damages, claims or losses the athlete caused to SVSEF or which SVSEF incurs as a result of the athlete's conduct, any and all costs and fees, also including but not limited to, attorney fees and any other obligations or commitments made prior to discipline or dismissal. SVSEF will not refund any amount paid to SVSEF prior to discipline or dismissal. SVSEF will not be liable in any damages resulting to athlete, parents and/or guardians, for example, for missed competition opportunities or a missed-competition season, as a result of discipline administered by SVSEF.

The following outlines various levels of discipline. It is understood that there may be circumstances that warrant the escalation of discipline such that it may or may not step through each level successively. For example, certain behaviors, such as jeopardizing the safety of another SVSEF athlete or staff member or illegal drug use, may warrant immediate suspension.

***Per a Memorandum of Understanding between SVSEF and Sun Valley Community School, SVCS and SVSEF will collaborate on the discipline processes for shared student-athletes, with representation for both organizations

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present at discipline hearings, mutually agreed upon consequences and oversight in context of both organizations' standards, and mutually communicated outcomes delivered to the families and student-athletes involved.***

WARNING:

Any SVSEF employee may issue verbal or written warnings directly to the athlete, parent or guardian whose conduct is at issue. SVSEF may or may not choose to notify parents or guardians when issuing a warning directly to an athlete, depending on the circumstances.

RESTRICTION:

Any SVSEF coach may administer a restriction. A restriction may include, but not be limited to, temporary loss of certain privileges, such as not being allowed to participate in a race, a training session or camp. The athlete may also be assigned volunteer work, including, but not limited to, service to SVSEF or the community. The coach administering the restriction shall inform the athlete's parents or guardians of such restriction verbally and may choose to follow up with a written notice confirming the restriction and any specified time period of such restriction.

SUSPENSION:

A suspension is administered by the program director and/or executive director. Suspension is a step short of dismissal from SVSEF. The purpose of suspension is to give the athlete and his/her parents or guardians an opportunity to review and reflect on the conduct that led to a disciplinary suspension.

The suspended athlete will not participate in any activity connected or related to SVSEF. The athlete may not be allowed to come onto property owned, leased or used by SVSEF. Parents or guardians may be allowed to come onto property owned, leased or used by SVSEF. The suspended athlete will be allowed to ski or snowboard on facilities available to the general public. Suspended athletes may be required to remove all the athlete's property from SVSEF grounds for the period of suspension. A suspended athlete may not wear SVSEF team or SVSEF branded/logoed clothing during the period of suspension.

DISMISSAL:

A dismissal is administered by the Executive Director based on the recommendation of the Disciplinary Action Committee. A Disciplinary Action Committee hearing precedes the dismissal of an athlete from the SVSEF program whether for the season or permanently. If an athlete is permanently dismissed from SVSEF, no further applications for enrollment in SVSEF programs will be considered, unless the committee clearly articulates an "open window." The athlete must leave SVSEF property immediately with all of the athlete's personal property and is prohibited from entering onto property owned, leased, or used by SVSEF. Parents or guardians may be allowed to come onto property owned, leased, or used by SVSEF. A dismissed athlete may not wear SVSEF team or SVSEF branded/logoed clothing.

DISCIPLINARY PROCEDURE:

In considering conduct and discipline, SVSEF will attempt to consider the truth of the allegations, the reasons for the alleged conduct, and the impact of the conduct on the athlete, the community, and SVSEF and its employees. Consideration is given to past conduct and discipline, if any, and the degree of honesty, maturity, and respect in approaching and attempting to resolve the allegations of conduct with SVSEF and those individuals involved or affected by the conduct. SVSEF may involve parents or guardians in the process of discipline in the event of an allegation of an athlete's conduct that involves the Disciplinary Action Committee. As previously stated, unless and until an athlete is permanently no longer participating with SVSEF, there is no time nor geographical limit on SVSEF's consideration of allegations of conduct.

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DISCIPLINARY ACTION COMMITTEE:

The following defines the structure of the Disciplinary Action Committee. The chairperson of the committee is the program director of the athlete's team (alpine, cross country, freestyle, snowboard, freeski, big mountain, or freestyle) and the following, if available: SVSEF executive director, the athlete's head coach, other pertinent coaches as determined by the athlete's head coach, and at minimum one representative from the Standards Committee. The Standards Committee is appointed by the SVSEF Board of Directors and responsible to the Board for administering the Code of Conduct. Any member of the Board of Directors may be a substitute for any member of the Disciplinary Action Committee that is unavailable for any reason, including the athlete's program director. The Committee may meet in situations in which it, at its sole discretion, believes it is appropriate for the Committee to consider an athlete, parent, or guardian's conduct. The Committee's primary objective is to apply a procedure that is fair and reasonable and is carried out in good faith for consideration of an athlete, parent or guardian's conduct and potential discipline.

DISCIPLINARY ACTION COMMITTEE PROCEDURE:

A Committee meeting shall be convened as soon as possible after the alleged conduct that SVSEF, in its sole discretion, believes is appropriate for the Committee to consider.

Based on the executive director's input, if the Committee determines, in its sole discretion by majority vote that further consideration of alleged conduct is appropriate, the Committee shall immediately begin to gather information concerning the alleged conduct.

The Committee shall meet with all alleged witnesses known to SVSEF, who are willing to come forward and make a statement to the Committee either orally or by a signed writing. The Committee will not consider anonymous or third-party information. As part of this process, the Committee will gather information concerning the alleged conduct from the athlete, parent, and/or guardian whose alleged conduct is at issue.

Using the information gathered, the Committee will formulate its recommendation based on a majority vote for action to be taken, if any. Based upon the Committee's recommendation, the executive director shall make a final determination as to the disciplinary response, if any.

The executive director shall give the athlete, parent, and/or guardian verbal notice of any disciplinary action involving a dismissal, either for the season or permanently, including the reason for the dismissal. Written notice will be sent within five (5) business days of verbal notification. The effective date of dismissal is the date of verbal notification.

Upon verbal notification, the athlete, parent, and/or guardian will have the opportunity to be heard, orally or in writing, at the executive director's discretion, not less than five (5) business days from the verbal notice/effective date of dismissal. If the athlete, parent, and/or guardian fails to request to the executive director to be heard, orally or in writing, within (5) business days of the verbal notification/effective date of the dismissal, the executive director's existing decision concerning the dismissal shall stand. The executive director and the Committee, if applicable, shall be under no obligation to change the Committee's recommendation or the executive director's decision after such an opportunity to be heard.

All written notice from the executive director or the Committee shall be given only by certified mail to the last address of the athlete, parent, and/or guardian in SVSEF records.

Athletes, parents, or guardians shall attend all Committee meetings at which the Committee requests the athlete's presence and/or the presence of parents or guardians. The Committee shall not allow athletes, parents, or guardians legal counsel at Committee meetings. An athlete, parent, or guardian shall not attempt to orally address an individual

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Committee member regarding any disciplinary procedure. SVSEF will not have any duty to the athlete, parents, or guardians to keep confidential the details of the disciplinary procedure or the discipline administered, if any.

SAFESPORT AND MANDATORY REPORTING

Overview

In 2018, Congress passed The Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 (the SafeSport Act). The legislation is aimed at preventing and reporting child abuse in youth sports by expanding the categories of “mandatory reporters” and requiring organizations to provide enhanced training. SVSEF requires all of its adult members to complete the training and follow the reporting guidelines of SafeSport.

SafeSport Training

SafeSport training is mandatory for every adult participant within SVSEF, including coaches, athletes over 18 years of age, and administrators. The training covers three topics: mandatory reporting, sexual misconduct awareness education, and emotional and physical misconduct.

SafeSport Reporting

In addition to requiring training, the SafeSport Act also expands the definition of mandatory reporter to include any “adult who is authorized, by a national governing body, a member of the national governing body...to interact with a minor or amateur athlete at an amateur sports organization facility or at any event sanctioned by a national governing body, a member of a national governing body, or such an amateur sports organization.” SVSEF urges all adults to understand their reporting obligations outlined below.

Under the SafeSport Act, the reporting obligation is triggered when a mandatory reporter becomes aware of “facts that give reason to suspect” a child has suffered an incident of child abuse. Mandatory reporters should refrain from judging or evaluating the credibility of such allegations, and instead immediately report these incidents to law enforcement and to SafeSport. Failure to promptly (within 24 hours of becoming aware) report suspected child abuse to law enforcement may constitute a violation of federal law, state law and U.S. Soccer’s SafeSport Policy.

EXPECTATION OF PARENTS:

Parents and coaches work together to provide a positive athletic experience for their children. So long as they understand their respective roles and communicate well with each other, positive outcomes for the athletes will be the result. On the other hand, our athletes suffer when there is poor parent/coach communication or worse, conflict. SVSEF expects its parents to heed the following:

- Provide your athlete with unconditional love and support regardless of results.
- Allow SVSEF coaches to coach and do not provide conflicting advice to your athlete, particularly in the presence of SVSEF coaches and other athletes.
- Communication with coaches should never take place during training or competition events. Take the time after such activities to voice your concerns in a courteous and professional manner.
- If a situation has you emotionally charged, wait 24 hours before engaging in any dialogue with your athlete’s coach to better insure a clear, concise, and constructive conversation.
- Repeated abusive interactions with coaches or any other SVSEF staff member may result in expulsion of family from participation in SVSEF programming as determined by the Disciplinary Action Committee.

SVSEF EXPECTATIONS:

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In keeping with our mission, vision, and values, SVSEF requires all athletes, parents, guardians, and staff to abide by SVSEF rules. This list is not intended to be comprehensive and shall serve as a guide for positive behavior. SVSEF may administer discipline for conduct that is not listed in these rules, if in SVSEF's sole discretion, an athlete, parent, guardian, or staff member's conduct negatively affects SVSEF.

- Abide by all federal and/or state laws.
- Respect others. Discrimination based on race, color, age, religion, sex, national origin, or disability will not be tolerated.
- Respect SVSEF equipment and property. Respect and care for all personal or community property. Unauthorized possession of SVSEF property, or intentional abuse of SVSEF or other's property, will not be tolerated.
- No alcohol. Attempts to obtain, possess, consume, distribute, deliver, exchange, sell, or use alcoholic beverages is a violation of the Code of Conduct.
- No illegal drugs. Attempts to obtain, possess, consume, distribute, deliver, exchange, sell, or use illegal drugs, which includes prescription medication for which no prescription can be produced, or non-prescription (i.e., over the counter drugs) that may impair physical or mental abilities, is a violation of the Code of Conduct.
- SVSEF reserves the right to administer random drug and/or alcohol tests to athletes at any time, at its expense.
- SVSEF reserves the right to administer tests such as blood, urinalysis and Breathalyzer tests to athletes who appear to be, or who are suspected to have previously been, under the influence of drugs and/or alcohol. SVSEF will perform all tests administered under suspicion at the cost of the athlete's parents.
- Bullying and/or fighting is considered a violation of the Code of Conduct.
- No weapons. Athletes shall not store, carry, or use weapons during any SVSEF event or while on SVSEF owned or leased property.
- No nicotine products or paraphernalia, including lighted or heated cigars, cigarettes, pipes, e-cigarettes and vaporizers. Attempts to obtain, possess, consume, distribute, deliver, exchange, sell, or use tobacco products and/or paraphernalia is a violation of the Code of Conduct.
- Athletes shall not engage in sexual activity.
- No gambling.
- Using foul, derogatory, harmful, or crude language will not be tolerated.
- Willfully supplying false, incomplete, or misleading information will not be tolerated.
- Failure or refusal to carry out reasonable requests may be considered a violation of the Code of Conduct.

TRAVEL EXPECTATIONS:

- Obey all curfews set by coaches, even when traveling with parents or guardians.
- Report on time for meetings, training, races, and team activities.
- Always Stay with the team, unless instructed otherwise by an SVSEF employee.
- Follow the direction of coaches regarding all activities.
- Wear seat belts always, when traveling in SVSEF vehicles or with SVSEF staff.
- When traveling with the team, demonstrate punctuality and be prepared to leave for training, racing, or camps, with all equipment packed and ready to go.
- Participate in the cleaning of SVSEF transportation after travel.

GENERAL MOUNTAIN & NORDIC TRAIL EXPECTATIONS:

- Be courteous and polite always. Respect resort employees and guests.
- Be prepared and willing to show ski pass/ticket/Nordic trail pass to lift operator or BCRD Trail Ambassadors every time through the lift line or when asked by Nordic Trail Ambassador.

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- Nordic skiers, please have BCRD Nordic Trail Pass in your possession when skiing on area trails.
- Respect lift line etiquette. This includes entering lift lines at a controlled and appropriate speed and moving in an orderly manner through all lift mazes.
- Always wear approved helmets when on skis or snowboards or whenever requested to do so by an SVSEF coach.
- Use appropriate racks for skis, poles, or snowboards.
- Clean up lunch tables and maintain order in all lodges, whether on Sun Valley Company premises or while traveling.
- Please be courteous to other Nordic skiers always when skiing on area trails.
- Stop to assist skiers/boarders that have fallen or are having difficulty. Contact ski patrol or other responsible persons to help if necessary.
- Know and follow the skier's and snowboarder's responsibility code.
- Immediately report any unsafe condition or injury.
- Athletes must get approval from their coach to free ski during any scheduled training or event, regardless of snow conditions.

SVSEF FACILITY EXPECTATIONS:

- Care for and respect SVSEF equipment and facilities.
- Keep personal property in assigned locker space. Locks are not permitted.
- Store only personal property and equipment at an SVSEF facility. Do not store equipment for non-SVSEF athletes or team members not allowed to use lockers or the facility.
- When waxing, put all supplies away, clean up, and unplug irons.
- Obtain permission and get supervision if necessary, to use any SVSEF equipment, including p-tex, tuning equipment, and wax.

SUMMARY OF THE ATHLETE CODE OF CONDUCT:

- I am an SVSEF Athlete and will represent SVSEF to the best of my ability.
- I must be self-disciplined to succeed.
- I serve as a role model for younger athletes, my teammates, and members of the community.
- I will give my maximum effort to achieve the best grades possible in school.
- I promise to respect my teammates, coaches, family, Sun Valley Co. employees, guests, and other community members.
- I promise to be on time to all team meetings and training sessions and will notify my coach if I am going to be late or absent from training.
- I understand that I may not be allowed to participate in training if I arrive late.
- I will be prepared to show my lift pass every time I enter the lift line.
- I promise to respect SVSEF equipment and property as well as equipment and property belonging to others.
- I agree not to use alcohol, illegal drugs, or nicotine products.
- I agree to follow all the rules of Sun Valley Co., Blaine County Recreation District, and abide by all local, State, and Federal laws.
- I agree to abide by the USSA Code of Conduct and all rules set forth by USSA/FIS and of any venue where I might train or compete.
- I have read, understand, and will follow the Skier's Responsibility Code as outlined by the National Ski Patrol.
- I understand that SVSEF has a disciplinary procedure that is outlined in the Program Agreement and that while many behaviors considered misconduct are met with a warning, certain behaviors may lead to my immediate dismissal from the Program.
- I understand that SVSEF is a drug free Program and that all Athletes agree to random drug testing.

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BY REGISTERING ATHLETE IN THE PROGRAM, PARENT IS SIGNING THIS AGREEMENT OF PARENT'S OWN INDIVIDUAL FREE WILL AND WITH THE FULL AUTHORITY TO DO SO ON BEHALF OF ATHLETE, AS WELL, AND PARENT WILL FULLY INDEMNIFY SVSEF FOR ANY LACK OF AUTHORITY TO SIGN ON ATHLETE'S BEHALF.

BY REGISTERING ATHLETE FOR ANY SVSEF TEAM, CAMP, OR TRIP, PARENT IS ACKNOWLEDGING THAT HE/SHE HAS READ, REVIEWED, AND DISCUSSED THE ATHLETE'S CODE OF CONDUCT SUMMARY WITH EACH CHILD REGISTERED.