



**Program Agreement and Code of Conduct**  
**Revised March 2024**



Mail: P.O. Box 203, Sun Valley, ID 83353  
Phone: 208-726-4129 / Email: [info@svsef.org](mailto:info@svsef.org)  
[www.svsef.org](http://www.svsef.org)

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

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

THIS PROGRAM AGREEMENT (the "Agreement") 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, is between SVSEF, the Athlete and the Athlete's PARENTS/GUARDIANS (whether one or more Parent, Guardian or Guardians, individually or collectively referred to as "Parent" in this Agreement). The term SVSEF includes its employees, such as coaches, its volunteers, independent contractors or third parties authorized to represent SVSEF (all are also collectively referred to as "staff"). The term Program includes any and all Athlete participation with SVSEF, of any kind, at any time and in any location.

### 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 all activities arising out of or related to Athlete's participation with SVSEF for the period commencing June 1 of the current calendar year and ending May 31 of the next calendar 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:

As the parents or legal guardians of the Athlete, Parent(s) are financially responsible for the Athlete, even if Athlete is or turns eighteen (18) years of age during or after the effective dates of this Agreement. As a result, Parent agrees to timely, or as otherwise agreed between SVSEF and Parent, pay SVSEF all the Athlete's tuition and all other amounts SVSEF incurs for Athlete during the effective dates of this Agreement (referred to as "Program fees"). Adult participants are financially responsible for their own fees.

### TRAVEL AND ADDITIONAL EXPENSES:

In most cases, tuition includes coaching and training by coaches. Ski passes for Bald Mountain & Dollar Mountain and any other alpine ski area are purchased directly through Sun Valley Company or other alpine area owners or managers, respectively. Ski passes for the BCRD trail system are typically either free, to younger aged athletes, or are included in the price of tuition when applicable. With few exceptions, all other costs in the Program fees are additional, including without limitation 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 Program for your child. We will issue a refund of your tuition, less any hard costs if applicable, until December 1<sup>st</sup> if SVSEF determines, in its sole discretion, that the Program is not a good fit for your child. SVSEF will not issue refunds under this Agreement after December 1<sup>st</sup>. A written request for

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refund must be received by the SVSEF business office by December 1st. 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 prior to March 1st. There will be no injury proration after March 1st. 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 under the payment schedule, may result in SVSEF, at its sole discretion, discontinuing an athlete's participation 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:

- **Any full or partial payments made by credit, debit card, or e-check will incur a 3% handling fee per transaction.**
- SVSEF reserves the right to charge customers a \$15 fee for every check or e-Check returned for insufficient funds.
- SVSEF reserves the right to charge a late fee of 1% to accounts more than 60 days past due.
- 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 a delinquent account with no attempt to pay, SVSEF may engage a collection agency to assist in obtaining payment on the account.

### PAYMENT PLANS:

SVSEF offers Parents the option to select a payment plan only at the time of Athlete registration. Regardless of the plan, all tuition is due before March 1st. Payment plans can only be applied toward tuition and no other component of Program fees, especially travel, races, and camps. As a result, if those are invoiced in advance and not paid, SVSEF may not allow the Athlete to participate in such travel, races, or camps.

### VOLUNTEER OPPORTUNITIES:

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SVSEF relies on the collaboration of community members and parents to host 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](http://www.svsef.org) to donate or sign up for volunteer positions throughout the year.

### FUNDRAISING:

To reiterate, SVSEF does not charge the full cost of an athlete's Program fees. On average, the fee each athlete pays covers 65% of the actual cost to deliver 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. Fundraising efforts support the \$400k plus of financial assistance provided to athletes in need. Your participation in SVSEF's annual fund, fundraising events, and sponsor opportunities shows dedication and support for SVSEF's mission, the exceptional staff, and training facilities. 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 provides over \$400,000 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 simple application.

Merit aid is awarded on a case-by-case basis as determined by the Program Director, a head coach, and Executive Director. Merit-based funds are allocated based on unique opportunities that arise through competitive 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, Athlete if an Adult, over 18 years of age, or Parent on Parent's behalf and Athlete's behalf, if a minor under 18 years of age, voluntarily and willingly request that Athlete participate in the Program. Athlete if an Adult, Parent on Parent's behalf and Athlete's behalf, if a minor, 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 non-owned vehicles to and from training, competition, outings and excursions that may occur in connection with the Program.

Athlete if an Adult, Parent on Parent's behalf and Athlete's behalf, if a minor, 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, ATHLETE IF AN ADULT, PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF, IF A MINOR, ASSUMES ALL RISKS ARISING OUT OF OR RELATED TO ATHLETE'S PARTICIPATION IN THE PROGRAM. ATHLETE IF AN ADULT, PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF, IF A MINOR, RELEASES, WAIVES AND FOREVER DISCHARGES FROM ANY AND ALL LIABILITY AND HOLDS

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HARMLESS AND INDEMNIFIES SVSEF, ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AGENTS AND REPRESENTATIVES OF ANY KIND FOR ANY PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE TO ATHLETE, PARENT OR A THIRD PARTY AND 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, JUDGMENTS, NOTES, OBLIGATIONS, NEGLIGENCE, RECOVERIES AND RIGHTS, WHETHER FOR PERSONAL INJURY, PROPERTY DAMAGE OR BOTH, KNOWN OR UNKNOWN, CONTINGENT OR NONCONTINGENT, LIQUIDATED OR UNLIQUIDATED, ASSERTED OR WHICH MAY BE ASSERTED.

Athlete if an Adult, Parent on Parent's behalf and on Athlete's behalf, if a minor, 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.

ATHLETE, IF AN ADULT, PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF, IF A MINOR, AGREES THIS CONDITION OF THE AGREEMENT SHALL LEGALLY BIND ATHLETE, PARENT AND ATHLETE'S AND PARENT'S HEIRS, TRUSTEES, PERSONAL REPRESENTATIVES, AND ASSIGNS. ATHLETE IF AN ADULT OR PARENT CAREFULLY READ THIS PORTION OF THE AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. ATHLETE IF AN ADULT, PARENT ON PARENT'S BEHALF AND ATHLETE'S BEHALF, IF A MINOR, FULLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT PARENT AND ATHLETE ARE RELEASING CERTAIN LEGAL RIGHTS BY THIS RELEASE THAT PARENT AND ATHLETE OTHERWISE MAY HAVE.

SVSEF's insurance does not cover any property not specifically owned by SVSEF wherever located (i.e., in the training center, vans, on-site, or off-site). We strongly recommend families work with their own insurance company to secure insurance coverage on Athlete's property.

### RECORDING RELEASE:

Athlete if an Adult, Parent on Parent's behalf and on Athlete's behalf, if a minor, give SVSEF consent to photograph, film, record, videotape (collectively referred to as "recordings", whether analog or digital) and then use, reproduce, and publish recordings of Athlete or Parent. Athlete if an Adult, Parent on Parent's behalf and on Athlete's behalf, if a minor, agree that any such recordings are SVSEF's sole property for any lawful use, and Athlete if an Adult, Parent on Parent's behalf and on Athlete's behalf, if a minor, release SVSEF from 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 "substance" free (The term substance includes without limitation alcohol, if under legal drinking age, or if over legal drinking age, during training or competition, drugs, if illegal or not legally prescribed, vape pens, tobacco, or anything else that is addictive). Athlete if an Adult, Parent on Parent's behalf and on Athlete's behalf, if a minor, agree that Athlete shall upon SVSEF

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request, whether random or targeted, submit to a test of Athlete's blood, urine, saliva, or hair to detect substances. SVSEF, in its sole discretion, may add the cost for such a test to Program fees. SVSEF will only share the test results with the tested Athlete and the tested Athlete's Parent and, in SVSEF's sole discretion, schools or otherwise by subpoena or court order. The Code of Conduct applies to a positive test for substances.

### CONSENT TO MEDICAL TREATMENT AND MEDICAL INSURANCE:

The Athlete, if an Adult, Parent on Parent's behalf and on Athlete's behalf, if a minor, consents to SVSEF obtaining medical or dental treatment in the event the Athlete needs, as determined at SVSEF's sole discretion, medical or dental care. If possible under the circumstances, SVSEF will attempt to contact the Parent and physicians specified in the MyAccount section of SVSEF's website. Prior to the Athlete's eligibility for participation in the Program, Parent shall acquire and maintain at all times during the effectiveness of this Agreement or any subsequent Agreements a policy of health and accident insurance providing the Athlete with major medical health insurance coverage. 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. Parents agree to 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 PG, U18, U16, & U14 team members as well as all Big Mountain, Freestyle, Freeski, Snowboard Progression Team and Travel Team Athletes, and XC Athletes in 8<sup>th</sup> grade and up complete a baseline impact test every two years. Baseline tests current within two years administered by Blaine County School District, St. Lukes, or Sun Valley Community School Inc. are acceptable if Parent provides those to SVSEF at the time administered. In the event of a concussion of which SVSEF is aware, SVSEF shall suspend Athlete's participation in the Program until Athlete, if an adult, or Parent of Athlete, if a minor, provides SVSEF with written documentation from a licensed physician that Athlete is able to participate in the Program. Athlete, if an adult, or Parent of Athlete, if a minor, authorizes SVSEF to facilitate an impact test or tests after the concussion.

### CONSENT TO SCHOOL INQUIRIES:

Athlete, if an adult, or Parent of Athlete, if a minor, authorize SVSEF to request Athlete's academic records from Athlete's school as to Athlete's completion of course work, progress, and grades.

### ACADEMIC STANDARDS:

SVSEF's academic policies are designed to assist Athlete academically and for Parent and Athlete to understand that an Athlete's success academically is a part of this Program. SVSEF is serious about education. It is SVSEF's philosophy that the academic component of the Program is paramount to creating Strong Minds, Strong Bodies, and Strong Futures.

### GRADE REPORTING & TEACHER COMMUNICATION:

If the Athlete will be missing school for a competition or training camp, the Athlete is required to communicate with the Athlete's teachers and fill out a Pre-Excuse Travel Grade Report **THREE DAYS** prior to a traveling competition or

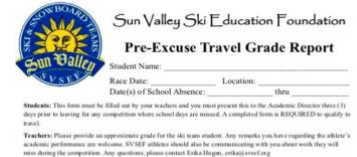


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camp where school days will be missed. The forms are available at the front office of Wood River High School (WRHS) and Wood River Middle School (WRMS). \*\*The Pre-Excuse Travel Grade Report is in place so that the Athlete communicates with the Athlete’s teachers, making the Athlete accountable for the Athlete’s work.

WRHS: SVSEF provides a list of traveling athletes to the school, so the Athlete DOES 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 [HollyR@svsef.org](mailto:HollyR@svsef.org)

WRMS: SVSEF provides a list of traveling athletes to the school, but Parent MUST excuse the Athlete 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 with a copy of this form to the Athlete’s coach or Academic Director before handing it to the WRMS administration.



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

### TRAVEL ELIGIBILITY:

SVSEF requires 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. \*\*These policies are in effect for the entire academic year if the Athlete’s participation in the Program is for the entire academic year.

### DISCIPLINARY POLICIES:

If the Athlete’s grade falls below a C- (minus) in a regularly attended course or an F in an IDLA course grade requirement, SVSEF may, in SVSEF’s sole discretion, suspend Athlete’s participation in the Program, including without limitation not travelling with SVSEF, until Athlete’s grades improve per an Academic Recovery Plan. Please refer to the Academic Recovery Plan for further information.

### ACADEMIC MONITORING:

WRHS and WRMS send Parent and Athlete 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 avoid travel restrictions by notifying Parents of a possible impending restriction. An athlete has one week to improve any grade to a “C-” or above in a regular class or an “F” in IDLA before SVSEF will impose travel/training restrictions. Generally, WRHS and WRMS follows up with another email if improvement is insufficient.

WRMS policy requires that athletes with a GPA below 2.0 or any grade below a “D” will NOT be allowed to miss class for regular training. In addition, upon notification to SVSEF, the SVSEF Academic Director will follow up with teachers to better understand and have perspective on Athlete’s academic issue.

There may be a lag in the time it takes for Athlete’s assignments to be graded following completing assignments. It is essential that the Athlete is diligent in timely completing assignments and following up with Athlete’s teachers on grading and reporting those grades. The Athlete’s quick response time with the SVSEF Academic Director is a key

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component to the understanding of an Athlete's academic status and travel/training eligibility. Athlete and Parent understand that SVSEF has no obligation to excuse Athlete from missed school for the Program, especially if Athlete is not complying with SVSEF policies and monitoring requirements.

### ACADEMIC RECOVERY PLAN (ARP):

If an Athlete's academic performance of a "C-" or below in regular classes or an "F" or below in IDLA does not improve to a "C-" or above in regular classes or an "F" in IDLA, SVSEF will establish an ARP with Parent, Athlete, teacher and coach. Each ARP will be on an individual basis due to the circumstance of the Athlete. An ARP will include resources provided by SVSEF, Blaine County School District (BCSD) and Athlete's effort to bring grades back to at least the minimum standards required for travel and training, set out above. The ARP will include a time limit established by Parent, Athlete, teacher, and coach to meet those minimum standards. Only if the Athlete does not meet the time limit, will Athlete discipline be discussed by SVSEF.

### ACADEMIC ASSISTANCE:

To support Athlete in balancing academics with team training and competitive schedules, the SVSEF may partner with local tutors if Athlete is in middle school or high school.

### SCHOOL ATTENDANCE:

Athletes are expected to attend school, including being on time in the morning following a travel day, regardless of the time of arrival the prior night. As part of complying with this Code of Conduct, the student Athlete must abide by all guidelines of the student's school, as set forth by the BCSD, Sun Valley Community School, Inc., The Sage School, or any other Athlete's school.

### U.S. SKI & SNOWBOARD (USSS) LICENSE REQUIRED:

As a condition of the Athlete's participation in the Program, Athlete, if an adult, and Parent for Athlete, if a minor, must purchase and maintain a U.S. Ski and Snowboard (USSS) license appropriate for Athlete's age and competition level for every license year this Agreement or subsequent Agreements are in effect. Please note that Big Mountain, Freeski, Freestyle, Snowboard and competition-level athletes may be required to obtain additional licenses. Athlete, if an adult, and Parent for Athlete may ask an SVSEF coach preliminary questions, however, only USSS has authority to answer questions on USSS's behalf that bind USSS, Parent and Athlete.

### ATHLETE AND PARENT CODE OF CONDUCT:

Athlete if an Adult, and Parent on Parent's behalf and Athlete's behalf, if a minor, but also minor Athletes that can read and comprehend this Code of Conduct, have read, understand, and agree to the SVSEF Code of Conduct outlined below and summarized on the last page. The Code of Conduct is a policy established by SVSEF and its terms and conditions are incorporated by reference into this Agreement and Parent and Athlete's compliance with the Code of Conduct is required to fully perform this Agreement. Athlete if an Adult, and Parent on Parent's behalf and Athlete's behalf, if a minor, agree that SVSEF, in its sole discretion, has the right to discipline, suspend or dismiss Athlete in accordance with the Code of Conduct.

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Being an athlete and participating in any 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 into adulthood. 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 positively influence the future of amateur snow sport athletics through purposeful thought leadership, innovative programming, and meaningful community collaboration, SVSEF requires athletes, parents, guardians, and staff to read, understand and abide by the Code of Conduct. The purpose of the Code of Conduct 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 applies to Athletes', staff and Parent all year round and in all settings and venues. If this Agreement is in effect for Athlete and at any time during the Program, all Athlete and Parent conduct is within SVSEF's Code of Conduct authority. Violations of the Code of Conduct are considered serious offenses and will be addressed appropriately, which in SVSEF's sole discretion, may be different from one Athlete or Parent to another, depending on the circumstances, the violation and number of and degree of past violations.

### CONDUCT:

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 Athlete's goals. SVSEF believes that for an Athlete to become a world-class competitor, first, Athlete needs to have the self-discipline to become a world-class individual. Athlete is encouraged to lead a lifestyle that will enable Athlete to attain high personal goals and make SVSEF the best possible experience for Athlete and for others. In addition, SVSEF expects Athlete to support, respect and be responsible for 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, the Athlete's conduct reflects and has an impact on the Athlete and the entire SVSEF community. Athletes must understand that personal preferences and freedoms may, from time to time, become secondary to SVSEF preferences and needs. In other word, the good of the team is primary to the desires of the Athlete.

### ATHLETE DISCIPLINE:

SVSEF will address Athlete or Parent conduct that SVSEF determines, in its sole discretion, negatively impacts SVSEF, another athlete, a coach, or any staff. SVSEF is focused on the growth of Athlete as a person, the safety of all SVSEF athletes, the SVSEF community and the security of SVSEF as an organization and the larger Wood River Valley

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community. Therefore, consideration of Athlete's conduct and discipline are managed on a case-by-case basis regarding circumstances specific to the Athlete and Athlete's conduct. SVSEF will seek a reasonable amount of consistency in applying the Code of Conduct, recognizing individuality and with the understanding that each individual and each circumstance is unique. All SVSEF staff have the authority to consider conduct and administer appropriate steps to resolve, mitigate, and report Code of Conduct violations.

If SVSEF disciplines by temporary suspension or dismisses Athlete, Parent will be liable to SVSEF for outstanding Program Fees, including without limitation, any unpaid tuition for the entire season. This will not be prorated to the time of discipline or dismissal. Athlete, if an adult, and Parent for Athlete, if a minor, will also be responsible for other Program Fees, such as, equipment, travel and race expenses, and expenses incurred to the date of suspension or dismissal, but also non Program Fees, including but not limited to, damages, claims or losses Athlete caused SVSEF or which SVSEF incurs as a result of Athlete's conduct, attorney fees and any other SVSEF obligations or commitments made prior to Athlete's suspension or dismissal which SVSEF cannot cancel. SVSEF will not refund any amount paid to SVSEF prior to the Athlete's suspension or dismissal. SVSEF will not be liable to the Athlete or Parent for any damages resulting to Athlete or Parent as a result of Athlete's suspension or dismissal, for example, missing competitions or a missed season, because 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 or illegal drug use, may warrant immediate suspension or dismissal.

\*\*\*Per a Memorandum of Understanding between SVSEF and Sun Valley Community School, Inc., (SVCS) and SVSEF will collaborate on the discipline processes if Athlete is also a SVCS student, with representation for both organizations present at discipline hearings, mutually agreed upon consequences and oversight in context of both organizations' standards, and mutually communicated outcomes delivered to Athlete, Parent and other athletes, parents, students and relevant, in SVSEF's and SVCS's sole discretion, third parties involved. \*\*\*

### WARNING:

Any SVSEF staff may issue verbal or written warnings directly to Athlete or Parent whose conduct is an issue. SVSEF may or may not choose to notify Parent when issuing a warning directly to 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. Athletes may also be assigned volunteer work, including, but not limited to, service to SVSEF or other community based public charity or governmental entity. The coach administering the restriction shall inform Parent of such restriction verbally and may choose to follow up with a written notice confirming the restriction and any specified period of such restriction.

### SUSPENSION:

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The Athlete's Program Director, in consultation with the Executive Director, as warranted in the Program Director's sole discretion, issues suspension. Suspension is a step short of dismissal from SVSEF. The purpose of suspension is to give Athlete and Parent an opportunity to review and reflect on the conduct that led to a disciplinary suspension.

If an Athlete is suspended, Athlete will not participate in any activity connected or related to SVSEF, including spectating an event held by SVSEF or another similar program at a venue where SVSEF athletes are competing. Athlete and Parent shall not come onto SVSEF property, without SVSEF permission from the staff that issued the suspension. If Athlete is suspended Athlete will still be allowed to ski or snowboard on facilities available to the public. If an Athlete is suspended SVSEF may require Athlete or Parent to remove all Athlete's property from SVSEF property for the period of suspension. If an Athlete is suspended, Athlete shall not wear any item with the SVSEF name or logo on it during the period of suspension.

### DISMISSAL:

Only the Executive Director administers a dismissal based on the recommendation of the Disciplinary Committee (DC). A DC hearing precedes the Executive Director's dismissal of an athlete from SVSEF, either for the season or permanently. If the Executive Director dismisses an Athlete permanently from SVSEF, Athlete or Parent on Athlete's behalf will not be able to apply or reapply for the Program or future Programs, unless specified in the DC's recommendation. If the Executive Director dismisses the Athlete, Athlete must leave SVSEF property immediately with all Athlete's personal property and is prohibited from entering onto SVSEF property. With the Executive Director's advance written permission only, Parent will be allowed to come onto SVSEF property. If the Athlete is dismissed, Parent shall turn into SVSEF, all Athlete's items with the SVSEF name or logo on it, and Athlete shall not wear any item with the SVSEF name or logo on it.

### DISCIPLINARY PROCEDURE:

In considering conduct and discipline, SVSEF will attempt to investigate to determine the truth of the allegations, the reasons for the alleged conduct, and the impact of the conduct on Athlete, the community, and SVSEF athletes and staff. Consideration is given to past conduct and discipline, if any, and the degree of honesty, maturity, responsiveness 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 but is not required to involve Parent in the discipline process. As previously stated, as long as Athlete is in the Program or under this or another Agreement and unless and until Athlete is permanently no longer participating with SVSEF, there is no time or geographical limit on SVSEF's consideration of allegations of conduct.

### DISCIPLINARY COMMITTEE:

The following defines the DC's structure. The chairperson of the committee is the Program Director of Athlete's team (Alpine, Cross Country, Freestyle, Snowboard, Freeski, Big Mountain, or Freestyle) and the following, if available: the Executive Director, Athlete's head coach, other pertinent coaches as determined by Athlete's head coach, and, in some cases, a representative from the Standards Committee. The Standards Committee is appointed by the SVSEF Board of Directors (the Board) and is responsible to the Board for administering the Code of Conduct. Any member of the Board may substitute for any DC member that is unavailable for any reason, including Athletes' Program Director. The DC may

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meet in situations in which at its sole discretion, it believes it is appropriate for the DC to consider Athlete's or Parent's conduct. The DC'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's or Parent's conduct and potential discipline.

### DISCIPLINARY COMMITTEE PROCEDURE:

SVSEF will convene the DC as soon as the Executive Director deems it necessary to consider the alleged conduct that the Executive Director, in the Executive Director in consultation with Athlete's Program Director and Board president or vice-president, if desired and possible, thinks 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 DC shall begin to gather information concerning the alleged conduct as soon as reasonably possible.

The DC shall meet with all alleged witnesses known or brought to SVSEF's attention, who are willing to come forward and make a statement to the DC either orally or in writing. The DC will not consider anonymously submitted information unless the witness can be identified. As part of this process, the DC may also gather information concerning the alleged conduct from Athlete or Parent, whose alleged conduct is at issue.

Using the information gathered, the DC will formulate its recommendation based on a majority vote for action to be taken, if any. Based on the DC's recommendation, the Executive Director will, within a reasonable time of receiving the DC's recommendation, make a final determination as to the SVSEF's disciplinary response to the conduct and those involved, if any.

The Executive Director shall give the Athlete and Parent verbal notice of any disciplinary action. In the case of disciplinary action involving a suspension or dismissal, either for the season or permanently, the Executive Director will include the reason for the suspension or dismissal. The Executive Director will provide written notice confirming the verbal notification, although the effective date of any discipline, including, without limitation, dismissal, is the date of verbal notification.

Within five (5) business days of the Executive Director's verbal notification, the Athlete or Parent may request a reconsideration by written notice to the Executive Director. If an Athlete or Parent does not timely request a reconsideration to the Executive Director by written notice, no further action will be taken. If an Athlete or Parent timely requests a reconsideration to the Executive Director by written notice, the Executive Director will give the requesting Athlete and Parent written notice of a time and date for an additional DC hearing, at which only the Athlete and Parent will be allowed to speak appealing to the DC and Executive Director for a different result. The Executive Director and DC are under no obligation to change the DC's recommendation or the Executive Director's disciplinary decision after such an appeal. Anywhere notice is required in this Agreement, emailed notice is permitted, as long as there is a reply from the recipient. If no reply, notice will either be hand delivered or if it cannot be hand delivered, then by certified mail to Athlete and Parent's mailing address in SVSEF records.

The Athlete and Parent shall attend all DC meetings at which the DC requests the Athlete's or Parent's presence. The Athlete's or Parent's attorney or any other third-party representing Athlete or Parent will not be permitted to attend a DC meeting. Additionally, Athlete and Parent shall not communicate directly with the Board or a DC member regarding

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any discipline. SVSEF has no duty of confidentiality to Athlete or Parent in the disciplinary process or result and has no duty to disclose to Athlete or Parent any information gathered by SVSEF in the process, including, without limitation, the identity of witnesses.

### SAFESPORT AND MANDATORY REPORTING:

#### Overview

In 2018, Congress passed The Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 (which is now referred to as the SafeSport Code, referred to in this Agreement as SafeSport). SafeSport is aimed at preventing the conduct prohibited by SafeSport, which includes, but is not limited to general terms, such as, Child Abuse, Sexual Misconduct, Emotional Misconduct and an even more general classification of Other Inappropriate Conduct. To attempt to accomplish this mission, SafeSport contains a reporting process, resolution procedures and sanctions. USSS and SVSEF as a USSS member organization is subject to SafeSport. Without reading SafeSport, it is easy to conclude that prohibited conduct only applies to adult and minor child interactions, but it also includes interactions between minors, from rape to bullying. As a result, SVSEF recommends Parent review SafeSport and discuss SafeSport with Athlete, at an age-appropriate level.

#### SafeSport Training

SafeSport training is mandatory for every adult participant within SVSEF, including all staff, whether coaches, volunteers or administrative personnel and Athlete, if an adult. The training covers three main topics: mandatory reporting, prohibited conduct awareness education, particularly sexual misconduct, and emotional and physical misconduct.

#### SafeSport Reporting

In addition to requiring training, SafeSport also expands the definition of an individual mandated to report the conduct prohibited by SafeSport 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.” This includes any individual licensed by USSS, like an SVSEF coach, but also includes any SVSEF volunteers, since SVSEF is a USSS member organization. As a result, SVSEF urges Parent to understand their reporting obligations outlined below.

Under SafeSport, 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 prohibited conduct. PLEASE NOTE, this would generally include any firsthand eyewitness of an incident or facts and circumstances that would lead an individual to conclude an incident may have occurred or another individual reporting to that individual that an incident occurred, whether an alleged victim of prohibited misconduct or an individual that witnessed or heard it from an alleged victim. Mandatory reporters must refrain from judging or evaluating the credibility of victims or third-party allegations of an incident. Mandatory reporters must report these incidents to law enforcement and SafeSport within twenty-four (24) hours.

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Failure to promptly (within 24 hours of becoming aware) report suspected child abuse to law enforcement is a violation of Idaho law and SafeSport. In Idaho, failure to timely report is actually a misdemeanor, and technically, the terms mandatory reporter is so broad as to almost include any adult that becomes aware of child abuse, of any kind, which in Idaho is also defined very broadly.

### EXPECTATION OF PARENT:

Parents and coaches work together to provide a positive athletic experience for their children and athletes, respectively. If they understand their respective roles and communicate well with each other, positive outcomes for the athletes will result. Please understand, this may not be the “result” a parent is expecting in terms of a podium type result at an event or during the year. On the other hand, our athletes suffer when there is poor parent/coach communication or worse, conflict. For the Athlete to have a positive result, SVSEF expects and requires its parents heed the following:

- Provide your athlete with unconditional love and support regardless of competitive event 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 about the Athlete 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 communicating by any means with your athlete’s coach to better insure a clear, concise, and constructive conversation.
- An abusive interaction with SVSEF, whether coaches or any other staff, with Athlete, another parent or athlete or any official, may result in expulsion of the Athlete and other athletes in the family from the Program and SVSEF, either temporarily or permanently, as determined by the Disciplinary Action Committee.

### SVSEF EXPECTATIONS:

In keeping with our mission, vision, and values, SVSEF requires Athletes, Parent 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 this Agreement, at SVSEF’s sole discretion.

- Abide by all federal and/or state laws.
- Respect others. Discrimination, particularly illegal discrimination based on race, color, age, religion, sex, which includes gender identity and preference, 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 under legal age consumption of alcohol at any time or any place while in the Program. 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.



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- To reiterate as otherwise stated in this Agreement, Parent agrees SVSEF has the right to administer tests for substances by blood, urinalysis and breathalyzer tests to Athlete, All tests SVSEF administers will be at Parent's cost and added to the Program Fee.
- Bullying, in person, digitally, by other cyber means, or social media, and actual fighting is a violation of the Code of Conduct.
- No weapons. Athletes shall not store, carry, or use weapons, of any kind, during any SVSEF event or while on SVSEF owned, leased or licensed property ("SVSEF 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.
- No sexual activity with another athlete or if the Athlete is an adult, with a coach.
- No gambling.
- Using foul, derogatory, harmful, or crude language will not be tolerated.
- Lying, whether giving false, incomplete, or misleading information, or omitting essential information, will not be tolerated.
- Horseplay, the use of cell phones while training, competing, or engaging in team activities, which may be considered dangerous, is not allowed.
- Failure or refusal to conduct reasonable requests may be considered a violation of the Code of Conduct.

### TRAVEL EXPECTATIONS:

- Athlete will obey all curfews set by coaches, even when traveling with Parent.
- Be on time for meetings, training, races, and team activities.
- Always stay with the team, unless SVSEF staff specifically instructs Athlete otherwise.
- Always follow SVSEF staff direction.
- Wear seatbelts always, especially when traveling in SVSEF vehicles or with SVSEF staff.
- 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 Sun Valley Co. employees or employees at any ski area and ski area 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 a Nordic Trail Ambassador.
- 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 gates and in control, at an appropriate speed and move in an orderly manner through all lift mazes.
- Always wear approved helmets when on skis or snowboards, on the mountain or whenever and wherever requested to do so by an SVSEF coach.
- Use appropriate racks for skis, poles, or snowboards.

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- Clean up lunch tables and maintain order in all lodges, whether on Sun Valley Company premises or while traveling.
- Please always be courteous to other Nordic skiers when skiing on area trails.
- Stop and 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 Snowboarder's and Skier's.
- 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 who are 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 for 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 or abuse alcohol, if I am under legal drinking age, illegal drugs, or nicotine products, and I agree to submit to testing for substances at SVSEF request.
- 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 this Agreement and that while many behaviors considered misconduct are met with a warning, certain behaviors may lead to my immediate dismissal from the Program and SVSEF.

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### 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.