

HPC RACING AUSTRIA COST CONDITIONS

1. COST STRUCTURE HPC RACING AUSTRIA PROGRAM

The below program fees are a strictly flat rate. Program groups must have a minimum of 5 athletes to run. Full program fees must be paid before the athlete training time frame starts.

A. HPC RACING AUSTRIA CAMP OPTIONS

- i. HPC Racing Austria offers a wide range of pre-designed camp options. Those camps are priced according to the following:
- ii. 4-week camp option €4400, - (incl. GST)
- iii. 5-week camp option €5500, - (incl. GST)
- iv. 6-week camp option €6600.- (incl. GST)

B. HPC RACING AUSTRIA WEEKLY OPTION

- i. If you choose training dates outside of the pre-designed camp options, the weekly price will be charged accordingly – subject to availability.
- ii. Weekly camp price of €1200, - (incl. GST) per week

C. HPC RACING AUSTRIA SEASONAL PROGRAM

- i. Seasonal program athletes will receive a further discount depending on the duration of their program time frame. Please enquire for a specific quote.

D. HPC RACING AUSTRIA DISCOUNTS

- i. HPC Racing Austria is offering a family discount. The first child is paying the full program fee amount, the second and third child will receive a 10% discount on their program fees. The discount is applied to the child/children with the shorter training time frame (if applicable).

2. PROGRAM FEE INCLUSIONS

- HPC Race Team uniform item
- Program/Athlete management & Coaching
- High Performance Centre Leogang Services
 - HPC Racing Austria facility (high performance gym, video rooms, service station, storage, athlete lounge)
 - HPC Strength & Conditioning coach
- Lunch at home resort (included for all athletes)
- Athlete Seasons pass (valid in the resorts of Saalbach, Hinterglemm, Leogang, Fieberbrunn, Hinterreit, Zell am See, Kaprun and Kitzsteinhorn glacier)
- Coaches base expenses
- Base ground transportation (rental cost, road tolls, petrol, parking, etc.)
- Pastoral care and supervision
- All race training equipment (on- and off-snow) – excl. individual athlete race training equipment
- Athlete airport pick-up and drop-off (Munich or Salzburg airport) according to pre-designed camp calendar
- Austrian 20% GST is included in the program fees

3. PROGRAM FEE EXCLUSIONS

- Base accommodation
 - Athletes staying at the HPC Racing Austria Athlete House will be charged an additional Euro 43,- per night for accommodation, breakfast and dinner (approx. AUD\$70,-)
 - The accommodation cost at the HPC Racing Austria Athlete House is a variable cost, charged directly to attending students.
- AAT Tutoring cost (end of January until end of March; School Term 1)
 - The AAT Tutoring cost is a variable cost, charged directly to attending students. Please contact Peter Hand via peter@aatutoring.org for all information in regard to the tutoring.
- Airfare & Excess baggage
- Individual athlete costs associated with International FIS Childrens events (ie. race entries, lift tickets, accommodation, etc.)
- ÖSV (Austrian Ski Federation) and Leogang Skiclub membership (in order to be allowed to start at local and regional races in Austria)
- Race entries at Austrian regional and state level competitions (ie. Bezirkscup and Landescup U14/U16 as well as at Kindercup competitions U10/U12)
- Travel and competition insurance
- International competition licence
- Incidental costs/personal spending money incl. off-snow social and fun activities, personal wax and tuning equipment

HPC RACING AUSTRIA RULES

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

1. GENERAL RULES

- 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 HPC Racing Austria equipment and property. Respect and care for all personal or community property. Unauthorized possession of HPC Racing Austria property, or intentional abuse of HPC Racing Austria 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.
- HPC Racing Austria reserves the right to suspend the training and or racing of athletes who are suspected to be under the influence of drugs and/or alcohol. HPC Racing Austria will carry out this action at its sole discretion in the interests of the Athlete and the other participants safety.
- Discrimination, Harassment, Sexual Harassment, Bullying, Vilification and Victimization is considered a violation to the Code of Conduct and will result in disciplinary actions as considered appropriate by the HPC Racing Austria director.
- No tobacco products. Attempts to obtain, possess, consume, distribute, deliver, exchange, sell, or use tobacco products 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.
- Wilfully 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.

2. TRAVEL RULES

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

3. MOUNTAIN RULES

- Be courteous and polite at all times. Respect resort employees and guests.
- Remember that in joining a HPC Racing Austria training program, you are representing every HPC Racing Austria Member, Coach, Parent and the Company's Sponsors.
- Be prepared and willing to show ski pass/ticket to lift operator every time through the lift line.
- 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.

4. HPC RACING AUSTRIA ATHLETE HOUSE RULES

- Be courteous and polite at all times. Respect HPC Racing Austria Athlete House staff and other guests.
- Respect the rules of HPC Racing Austria staff which may get adjusted from time to time.
- Keep your room tidy, clean and take rubbish each day to the collection bins in the garage.
- Keep the common areas incl. kitchen clean and tidy. Assist in duties as requested by staff.
- Take off shoes on the ground level. Ski boots only allowed on the ground level.
- Hand in your electronic equipment (ie. computers, phones, iPads, etc.) each evening at 9pm to staff.
- Each evening, be in your room at 9pm latest and prepare for bedtime. At 9.30pm latest the lights need to be turned off.
- In general, no girls are allowed in boys rooms and vica versa. Athletes can meet in the common areas of the HPC Racing Austria Athlete House.

HPC RACING AUSTRIA TERMS & CONDITIONS

HPC RACING AUSTRIA requires both parents of applicants under the age of 18 years (or the parent with whom the applicant is living if the parents are separated or divorced) and the applicants aged 18 years or over to accept the Agreement set out below. This Agreement is a legal document, which contains an EXCLUSION OF LIABILITY, AND INDEMNITY AND AN ASSUMPTION OF RISK CLAUSE. These conditions will affect the legal rights of the parents and the applicants. It is essential that you read it carefully and, if you wish, obtain independent legal advice on it.

This Agreement is made between the HPC RACING AUSTRIA (HPC) and either the (1) parent or parents named on this application form where the applicant/s also named on this application form are under the age of 18 years, OR (2) the applicant/s named on this application form who are 18 years or over and his or her parents named on this application form. (the contracting parties).

1. INDEMNITY AND WAIVER

In consideration of the applicant/s named on this application form (the applicants) being accepted as a program member of HPC and/or of a training squad operated by HPC, the contracting parties hereby agree with HPC that:

- 1 HPC shall have no liability whatsoever in negligence, breach of contract, breach of statute or statutory duty to the applicants, the parents or any dependant thereof or their legal representative for personal injury or death suffered by the applicants or the parents arising in any way whatsoever from the supply by HPC of recreational services to the applicants, including but not limited to skiing, snowboarding, skiing or snowboarding lessons, coaching, instruction or training, ski or snowboard racing, the conditions, layout or design of ski or snowboard runs or slopes or of ski or snowboard racecourses, (including half pipes, boardercross courses and terrain parks), or the presence of people or natural or man-made objects thereon or nearby, use of ski lifts, use of any other ski or snowboard type devices, transportation by land, air or sea, within or without of Australia, accommodation within or without of Australia, supervision (including 24 hour supervision, including venues within or without of Australia) and the setting or adjustment of any equipment used in ski or snowboard racing or training including the DIN setting of ski binding release mechanisms, and any

and all associated sporting activities or similar leisure time pursuits (which activities are referred to in this document as “snowsports”).

- 2 The contracting parties acknowledge that snowsports are dangerous recreational activities with many inherent risks as a result of which personal injury (and sometimes death) are common and ordinary consequences. The contracting parties hereby FREELY AND VOLUNTARILY ASSUME AND ACCEPT all risk of personal injury or death in any way whatsoever arising from snowsports and agree to inform themselves and assess all the dangers, hazards and risks of participating in the snowsports. Further the contracting parties and any dependant thereof and their legal representative release HPC and waive all liability and claims with respect to the supply of recreational services to the applicants and the applicants' participation in snowsports.
- 3 The contracting parties hereby jointly and severally agree to FULLY INDEMNIFY AND HOLD HARMLESS HPC from all claims, demands, actions and suits which may at any time hereafter be brought by or on behalf of the applicants, the parents or any other person against HPC for personal injury or death suffered by the applicants, the parents, or by any other person or caused by the applicants to any other person in any way whatsoever arising out of the participation of the applicants in snowsports.
- 4 The contacting parties acknowledge and agree that they are fully satisfied as to the applicant/s physical and medical condition to participate in snowsports.
- 5 The contracting parties acknowledge that this Agreement:
 - 6 (a) is an agreement for the supply of recreational services,
 - 7 (b) is governed by the laws of the State of Salzburg, Austria and agree that the Courts of the State of Salzburg, Austria shall have exclusive jurisdiction, and
 - 8 (c) constitutes the entire agreement between the contracting parties and HPC and is intended to be interpreted as broadly as possible against the contracting parties and in favour of HPC.
- 9 If any applicant/s named in the application form is/are under the age of 18 years, the parents of the applicant/s (or the parent with whom the applicant is living if the parents are separated or divorced), acknowledges and agrees as follows:
 - 10 (a) the applicant is under the age of 18 at the date of signing the agreement,
 - 11 (b) I/we have read and understood the agreement and have fully explained to the applicant the terms and effects of the agreement,
 - 12 (c) the applicant has read the agreement and, together with the benefit of our explanation understands its terms and effects, and
 - 13 (d) the agreement is for the benefit of the applicant.

- 14 If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall still be given full legal force and effect.
- 15 (a) The term “the applicants” means the applicant or the applicants whose names appear on the application form of which this Agreement forms a part.
- 16 (b) The term “HPC” means the HPC Racing Austria, its director, employees, servants, agents, all coaches, instructors, representatives and volunteers acting for or on behalf of HPC from time to time.
- 17 (c) The term “the parents” means the parent or parents of the applicants.
- 18 (d) The term “the contracting parties” means the parents who have signed this agreement, and any applicant 18 years or over who has signed this agreement.

2. OTHER TERMS

In consideration of the applicant/s named on this application form (the applicants) being considered as a program member of HPC and being considered by HPC for membership of a training squad operated by HPC, the contracting parties hereby also agree with HPC that:

- 1 The applicants will (and the parents will procure that the applicants will):
 - 2 (a) Wear the HPC uniform when participating in on-snow elements of the programs, including immediately prior and after participating in races.
 - 3 (b) Ensure HPC uniform displays the badges of current HPC sponsors when they wear it.
 - 4 (c) Abide by the SSA Code of Conduct and by the HPC Rules.
 - 5 (d) If required, submit themselves to the HPC disciplinary procedures.
- 6 HPC may, in its absolute discretion, accept or reject any application for HPC program membership.
- 7 HPC may provisionally accept an applicant who has not previously been a member of HPC’s program. If HPC provisionally accepts an applicant, within ten days of the commencement of the applicants training program, the HP director will advise the applicant and his or her parents whether the applicant is finally accepted or rejected. If the applicant is rejected, the applicant will cease training with HPC forthwith. HPC will refund all fees paid by or on behalf of the applicant to HPC in respect of its training program, less 20%.
- 8 Once the applicants are accepted or provisionally accepted to HPC’s training program, the deposit paid and any other moneys paid by or on behalf of the

applicants under this agreement shall be non-refundable. This Clause applies to all circumstances, including an applicant withdrawing from training as a result of illness or injury.

- 9 The parents will abide by the SSA Code of Conduct as published on www.skiandsnowboard.org.au
- 10 If a party to this agreement is in breach of Clauses 1 or 5 of this agreement, the HPC may:
 - 11 (a) Give notice to the parents of the breach requesting that it be remedied within seven (7) days; and
 - (b) In the event that the breach is not so remedied, terminate this Agreement, without refunding any amounts paid by or on behalf of the applicants.
- 12 Media Release and Athlete Consent:
 - (a) Athletes consent to the use by HPC in all media including without limitation print, digital and electronic media, of photographic images, sound, video and audio-visual images of the Athlete, the Athlete's image, likeness, performances and name for the purpose of promoting HPC, snowsports or an HPC team or event at HPC's sole discretion as it sees fit.
- 13 Insurance and medical disclosure:
 - (a) The Athlete acknowledges and agrees that it is the Athlete's sole responsibility to obtain ambulance cover whilst in Australia and to ensure that international competition insurance cover is confirmed before travelling overseas.
 - (b) The Athlete must disclose to HPC full details of all Conditions which affect or may affect the Athlete's present or future training or performance in competition. For the purposes of this clause, Condition means any illness, injury, allergy or other physical or mental condition.