

## **CDC PERFORMANCE BOOKING FORM SKI WAIVER, TERMS AND CONDITIONS AND MEDICAL CONSENT**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY AGREEING TO THIS YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

**PLEASE READ THIS DOCUMENT CAREFULLY – IT IS LEGALLY BINDING**

In this agreement, the term “skiing” shall include “skiing”, “cross county skiing” and “down hill ski racing”. These booking terms (“Booking Terms”) set out the terms and conditions applicable to all ski camps (“Camps”) for all participants provided by us, CDC Performance (of River Cottage, Hampton Court Road, East Molesey, Surrey, KT8 9BP) (“CDC”). A description of, and information relating to each camp is set out on the CDC website at <http://www.cdcperform.com> (“Camp Details”).

### **Medical**

I will make the coaches and staff on the trip aware in advance of any medical issues that may affect my safety or performance including but not limited to:

Allergies, Fainting, Hearing difficulty, Asthma, Heart trouble, Speech difficulty, Diabetes, Significant Operations, Sight difficulty, Repeated tonsillitis, Serious injury, Learning difficulty, Fits, Convulsions or Epilepsy, Travel sickness, Bone or joint disease.

I understand and agree that if any important decision has to be made (eg medical treatment) a parent or carer will be contacted for consent if possible (for trainees under 18). However the Management of CDC are authorised to act in loco parentis if necessary. I also give consent for Management and Staff of CDC to give my child first aid and minor medical treatment. Please note that we would only be giving your child pain relief, cold cough treatments or treatments for stomach upsets. Any medicines required during the camps should be well labelled with dosage instructions and handed directly to a member of the CDC team on arrival at the meeting point.

### **Insurance**

I confirm that the trainee will have a travel insurance policy covering winter sports including alpine ski racing and race training for the duration of any trips booked with CDC. Insurance should cover personal medical costs and repatriation, 3rd party accident cover and cancellation cover.

We strongly suggest having an EHIC insurance card to help cover any medical costs.

CDC staff may be able to assist in paying some medical costs up front but these should be reimbursed as soon as possible.

### **Equipment**

I confirm that the trainee will wear a FIS certified for ski racing helmet with a code such as CEE1077, US 2040, ASTM F2040, SNELL S98 or RS98. It is the responsibility of the trainee to ensure the safety of the helmet and that it is worn at all times when skiing.

### **Booking Terms**

To confirm the booking, please pay a deposit of £300 per week final balance will be invoiced and should be received in advance of the camp start date.

Cancellation within four weeks of the camp start date will still require full payment and you will need to claim on your travel insurance.

I confirm that I have read this booking form, and I have provided up to date information to CDC including emergency contact details and have made them aware of any allergies or other medical issues.

## CDC TERMS AND CONDITIONS AND INDEMNITY WAIVER

### Introduction

These booking terms ("Booking Terms") set out the terms and conditions applicable to all ski camps (whether residential or non residential) ("Camps") provided by us, CDC Performance ("CDC")

### Definitions.

In this agreement, the term "CDC" refers to CDC Performance, its management, staff and employees. "Trainee" and "participant" refers to the person participating in the camp. "Parent/s" means a parent or guardian, which is someone with legal responsibility for a child. The term "adult" will mean a trainee on a camp or activity provided by CDC aged 18 or over, and "child" will mean a trainee on a camp or activity provided by CDC aged under 18 years old. "Skiing" shall include "skiing", "cross county skiing" and "down hill ski racing".

### Bookings and Agreement (Contract)

These terms and conditions are applicable to both adult participants and children. In the case of a child participant the terms will be signed by a parent or guardian will legal responsibility for the child.

Any application for participation of a child Trainee in a Camp must be made to CDC by the Trainee's parent or guardian. The completed Booking Form must be accompanied by the relevant deposit set out in the Camp Details ("Deposit"). Upon receipt of the completed Booking Form and the Deposit, CDC will issue a confirmation e-mail. Upon receipt of such e-mail, a contractually binding agreement ("Contract") will be created between you, (the parent/guardian named on the Booking Form) and CDC on the basis of these Booking Terms, the Camp Details and the completed Booking Form.

The facilities at many of the locations used for Camps may not be suitable for Trainees with special needs. CDC is also not equipped to deal with trainees with special needs. Most of these facilities are outside of our control. Although CDC can accept bookings for most Trainees with special dietary requirements, the nature of the training provided and the location of the Camps is such that unfortunately it may be difficult to accommodate Trainees with special needs.

Bookings for Trainees who make their own travel and accommodation arrangements in and around the Camp location ("Outliers"), will be accepted subject to availability of places.

Due to the complexities of organising and running the Camps, bookings will only be accepted by CDC for the whole period of each Camp or for certain parts of each Camp (usually complete weeks), details of which are set out in the Camp Details. Bookings may be accepted for periods of less than a complete week, but payment must be made for the whole week or such other part of the Camp as may be referred to in the Camp Details or agreed in writing by CDC.

Payment of the remaining balance ("Balance") must be made by the relevant date set out in the Camp Details (usually 4 weeks before the start of the Camp) ("Final Payment Date").

### Cancellation and Refunds

Failure to pay in full by the Final Payment Date can result in automatic termination of the Contract (without any requirement to notify you of this) and you will not be entitled to a refund of the Deposit.

Other than as described in paragraphs 10 and 13, if you cancel (terminate) the Contract prior to the start of the Camp, regardless of the reason for such cancellation, you will not be entitled to a refund of the Deposit. You will be entitled to a refund of 50 % of the Balance if you cancel up to 6 weeks prior to the start of the Camp. If you cancel within 4 weeks prior to the start of the Camp, you will not be entitled to any refund.

You must provide CDC with a completed Medical Form prior to the Camp start date and if you fail to do so, CDC shall be entitled to terminate the Contract and you will not receive any refund. If the Trainee has to curtail participation in the Camp or has to withdraw whether due to sickness, injury or otherwise during the Camp, no refund will be paid to you.

For each Camp, a minimum number of people are required to book to enable the Camp to take place. CDC will assess whether the minimum number has been achieved and inform you as soon as reasonably practicable (and usually not less than 4 weeks before departure) if it becomes necessary to cancel a Camp for this reason. In the event of cancellation of a Camp for this reason, the Contract will simultaneously be terminated and in such circumstances, CDC will refund all sums paid by you to CDC in respect of that Camp.

In the event of curtailment of a Camp or inability to ski during a Camp because of inclement weather or lack of snow, you should note that you will not be entitled to any refund from CDC. You may in limited circumstances, receive a partial refund from CDC where CDC has obtained a refund from the relevant service provider(s).

In the event of inclement weather or lack of snow during a Camp, CDC may use reasonable endeavours to re-site elements of the Camp, however this may result in extra costs which will be passed on to you. These costs will need to be paid immediately on the day, or by the end of the Camp.

If it is necessary for CDC to cancel a Camp prior to the commencement of the Camp because of inclement weather or lack of snow, CDC will endeavour to re-site the Camp. In the event that this results in extra costs, these will be passed on to you. However, where the increase in costs payable by you is 10% or more, you will have the right to terminate the Contract if you do so prior to the start of the Camp. If you do so terminate, you will receive a full refund of all sums paid by you to CDC.

For the avoidance of doubt, you are entitled to a full or partial refund in the circumstances set out in Clauses 8,10,11 and 13 of these Booking Terms but in no circumstances will compensation be payable to you by CDC.

### **Insurance**

You must ensure that the Trainee has full medical insurance, comprehensive travel insurance and is insured for ski racing and skiing off piste. We also strongly recommend that you take out cancellation insurance.

### **Medical Issues**

A trainee will only be allowed to travel and participate on the Camp if the medical information on the booking form has been completed. In the case of a child participant, the medical consent must also be signed by a parent.

You confirm that the information in the medical questionnaire is accurate and you have not omitted any medical conditions that could affect yours, or the safety of anyone else on the camp.

You must inform CDC if there is any change to the details provided in the medical / healthinformation.

The booking form contains a box about trainee's medical history, and treatment and dietary requirements. Trainees will be looked after in accordance with this information. Any outstanding medical or dental treatment should be undertaken before joining if possible, with updated information given to CDC.

Accommodation and food will be monitored for any danger to health and safety. All aspects of the camp will be monitored for the prevention of accidents, including the wearing of protective headgear, eyewear, clothing and the use of sun screen.

Treatment for any infection or injury will be in-house in the first instance. The majority, if not all, members of staff will have a First Aid qualification. When necessary local medical services will be utilised. Any incident, and the action taken, will be recorded in an incident book.

All trainees must have comprehensive medical insurance cover to include cover for racing and race training. Evidence of such cover must be available in the event of an emergency.

If the camp is taking part in Europe, the trainee should ensure that their EHIC card is available in emergencies.

### **Equipment**

CDC will not be responsible for any lost equipment or kit belonging to or hired by Trainees. You must ensure that the Trainee's ski equipment is in full working order prior to the Camp. If you are hiring equipment, you are responsible for the cost of hiring.

You must wear a FIS certified for ski racing helmet with a code such as CEE1077, US 2040, ASTM F2040, SNELL S98 or RS98.

### **Trainee Behaviour**

All Trainees must comply with the CDC Code of Conduct for Trainees set out below. If a Trainee's behaviour is such that in CDC's reasonable opinion a Camp is at risk of being disrupted, another Trainee is

inconvenienced or adversely affected or CDC considers that the reputation of CDC has been or could be prejudiced, the Trainee may be asked to leave the Camp. Similarly if the trainee breaches the code of conduct, they may be asked to leave the camp and the contract cancelled.

If the Trainee is to be expelled from the Camp and is a child trainee, you will be informed and you will be required to make immediate arrangements for the Trainee to travel home at your full expense. For the avoidance of doubt, no refund or compensation will be paid to you and the cost of any other accommodation and travel expenses will be your responsibility.

The basic principles are consideration and common sense. Any act borne of thoughtlessness or stupidity may be considered a breach of good conduct.

The camp has a No Smoking policy, at any age, and a No Under Age Drinking policy. Contravention would be a serious breach of good conduct.

For child participants on a camp, we cannot allow trainees to have a sexual relationship. In furtherance of this rule girls rooms are off-limits to boys and vice versa. Contravention of this rule would be a serious breach of good conduct. (NB Girls and boys may mix freely in common areas).

Any involvement with drugs would be considered a serious offence warranting expulsion.

The camps have a non-discrimination policy. Living in a community it is important to 'live and let live' and to be tolerant of all types. Any discriminatory behaviour would be considered a breach of good conduct.

CDC abhors 'bullying' in any form. Any physical violence or mental intimidation would be considered a serious breach of good conduct.

Any proven incidents of theft between trainees would be considered a serious breach of good conduct.

Any breach of the law, either national or local, would be a breach of good conduct.

It is very important for the health and safety of everybody that instructions from members of staff are complied with. Failure to comply with any reasonable instruction would be a breach of good conduct.

### **Outliers**

Outliers will be responsible for their own transport to and from the slopes or other venue where training is to be held. Outliers will only be able to use the accommodation arranged by CDC for other Trainees for meals by prior arrangement with CDC. Outliers will not be entitled to use such accommodation for other purposes such as ski waxing or eating packed lunches, neither will they be permitted access to resident Trainees' bedrooms.

### **Consent and Personal Data**

By completing the Booking Form you are consenting to CDC staff acting in loco parentis in relation to the child Trainee and the child Trainee being videoed for coaching and performance purposes. Consent to medical treatment for the child Trainee is dealt with in the medical consent form.

Occasionally photographs and skiing footage of Trainees may be used in CDC publicity material (including social media) for promotional purposes. By completing and submitting the Booking Form, and by signing these terms and conditions, you also consent to such photographs and videos of the Trainee being used for these purposes. If you do not in fact so consent, please specify accordingly.

CDC will keep any medical information provided by you confidential and will comply with its obligations under the Data Protection Act 1998 and related legislation in respect of such information.

### **Liability and Indemnity**

I understand that skiing is inherently dangerous and can involve the risk of death, permanent paralysis and bodily injury.

The trainee is participating on the camp by their own free will and they acknowledge that skiing involves many risks, dangers and hazards including but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility.

In consideration of being allowed to participate in the camp, I, for myself and my heirs and executors, agree to indemnify and otherwise hold harmless CDC and all other persons associated with the camp for all liabilities, claims, actions, or damages that I may have against them arising out of, or in any way connected with, my participation in the camp caused by my negligence or failure to follow proper instructions.

CDC shall have no liability for any indirect or consequential loss arising under or in connection with the Contract. Nothing in the Contract shall limit or exclude CDC's liability for (i) death or personal injury caused by its negligence; or (ii) fraud or fraudulent misrepresentation.

CDC's total liability in respect of all other losses arising under or in connection with the Contract shall be limited to the full cost of the relevant Camp (being the Deposit plus the Balance).

CDC shall not be liable as a result of any delay or failure to perform its obligations under the Contract as a result of an event beyond the reasonable control of CDC such as inclement weather, lack of snow, industrial disputes, failure of any transport system or resort uplift, accident or default of suppliers or subcontractors.

I am not aware of any present or past mental, medical and / or physical condition which might endanger myself or others whilst participating in the camp. I have not been advised against participating in any of the activities offered by the camp by any medical practitioner.

### **General**

Following termination, those Clauses which by implication survive termination shall continue in full force and effect.

The Contract shall be governed by and construed in accordance with English Law and the English Courts shall have exclusive jurisdiction.

I hereby release CDC and any person, firm, or corporation engaged by it, from any rights or entitlement that I may otherwise have to any permanent or transient, moving or still, video or audio record leading up to, during or after my participation in the camp, being used for any purpose that the operator may consider appropriate.

I confirm that I have read this agreement, all information given is true and correct, understand the risks involved in this event and I have carefully read, understand and voluntarily accept the terms and conditions and releases of this waiver. I understand I am waiving certain legal rights by signing this agreement.