



Term & Conditions of Membership of TRSC 2024

For All Training Members for 2024

- DOB 31 December 2014 or earlier (ie must turn at least 10 years of age during 2024)
- New Training Members must meet the minimum skiing ability criteria as determined by the TSRC Program Director including meeting the minimum number of training days in 2024 these are - U/12 min 35 days, U/14,U/16/FIS min 45 days
- must have all Club Fees paid prior to the commencement of training. Any invoices not paid in full by the due date will incur a \$50 administration fee
- must read, understand and agree to the Club's Code of Conduct and all other relevant TSRC Policies by ticking the appropriate box when renewing membership online
- must abide by the Club's Uniform Policy.
- If your child is unwell, only emails to the administrator will be accepted in determination of min day requirement

For Under 16, & 14 Training Members - must compete in the Snow Australia Children's Carnival race series for this year

For FIS Training Members - must compete in one of the Australian FIS Races.

For each Parent of a Training Member(s):

- Complete parent membership on the TSRC website and agree to all T&C's, Policies and waivers.
- make themselves available to assist the Club run races by TSRC – you will be in most cases rostered on all race days in which your athlete is participating to undertake a specific task
- ensure that your child adheres to the Club's Code of Conduct and Uniform Policy
- confirm that TSRC coaches coach your children. TSRC strongly discourages parental coaching or interactions with coaches during daily training. This includes "shadowing" training groups on snow (ie following groups from a distance for periods of time). Parents are welcome to observe the club training as long as they are aware of the clubs expectations
- agree to approach either the Club President or Program Director (in the first instance regarding training) to discuss any concerns regarding the club and training matters. Such discussion should take place in either the administrative office (at the end of the clubhouse) or outside the clubhouse but never in the clubhouse in front of Training Members.
- participate in the clubhouse cleaning roster

Membership will not be registered until all online forms and all approvals are read and agreed to by parents and athletes.

TSRC Code of Conduct 2024

General

Participation in sport, especially one they love, is an important part of each child's development.

As well as acquiring a sound knowledge of the sport through focus & dedication, they also gain invaluable personal benefits, develop self-respect and self-discipline.

Being a club member encourages "team" spirit, an opportunity to develop new and long lasting friendships, and a spirit of generosity and respect towards others.

With this in mind, Thredbo Ski Racing Club ("TSRC") expects its Training Members to uphold the following Code of Conduct. This enables us to continue as a ski-racing club, united and committed to supporting all its members. Remember that membership of TSRC is a privilege not a right.

Training Members' Code of Conduct

1. **Respect** the members of your club (fellow training members and adult members), coaches, and mountain staff and treat all of those people courteously.
2. Be **aware, learn and observe** your responsibilities under the **Alpine Responsibility Code**.
3. Once you've **committed** to the club for the season, make the most of the opportunity. Give full attention and dedication to improving your skill.
4. **Get to know other Training Members**, especially the new members. They need you to be friendly, welcoming and supportive. Remember what it was like when you were a new Member.
5. Your **coaches are professionals**, they have a lot to teach you. **Take advantage of their knowledge and show them your respect and appreciation**. (Respect means amongst other things, being on time for all activities, listening and focusing on the task at hand.)
6. The Program Director **will determine the training groups**. His/her decisions are to be respected and no discussion will be entered into. The groups will be based on a range of variables including member age, skill level, training history, projected attendance, commitment, focus, behaviour and maturity. Please note, initial group structure may be adjusted at any time throughout the winter also based on the variables mentioned above.
7. Ensure that you **meet the TSRC Uniform Policy**.
8. **Look after your skiing equipment**. It is imperative to have very well maintained equipment on a regular basis in order to make best use of your time on snow. This includes fully functional skis, bindings, boots and protective equipment. Most importantly, sharp, smooth edges and regular waxing. If skis are damaged beyond manual repair then machine grinding is expected. Please note random spot checks will be carried out by coaches to ensure skis are maintained. Failure to maintain equipment may result in disciplinary action. Please use coaching staff for advice on equipment and maintenance.
9. **Always act in a sportsmanlike manner**. Wish all competitors the best of luck and congratulate all performances. Good wishes boost everyone's spirits. It is only natural that you will be disappointed if you fall or crash during a race. Do not however exhibit unsportsmanlike conduct. Throwing equipment or using bad language is not acceptable and will result in disciplinary action. This applies to training as well.

10. Thank the race officials for volunteering for race day support at Thredbo as well as away races. Without them, there would be no races.
11. **Respect your clubhouse.** Keep it **tidy** inside and out. Put your belongings in your locker and rubbish in the bins. All members will be asked to help clean up the clubrooms from time to time and it is expected that you will do your share.
12. The **TSCR clubrooms** are only for use by **Members** and **invited guests** from other ski clubs.
13. The TSRC Clubhouse is specifically designed for athletes and their coaches. Athlete's door is the side entrance and the office is the front entrance. The Clubhouse is intended as a place which is bright and happy and where team spirit can be fostered and encouraged. Parents are welcome but we ask our parents to be mindful of maintaining this space predominantly for the athletes and their coaches especially at peak times. The office has an open door policy and parents are always welcome at any time so we can foster an environment of open communication.
14. If you are last to leave the Clubrooms please ensure that the doors are locked. TSRC does not carry insurance covering members' equipment stored in the Clubhouse so please pay attention to this issue. **Security of our equipment is very important.**
15. **Use of abusive or obscene language is not acceptable in the club house, on the mountain or on the race course, or at any time when you are wearing the club uniform.**
16. After formal training hours, TSRC Training Members are expected to be good citizens in the Thredbo village and beyond. Poor behaviour by a few often reflects badly on the club as a whole.
17. **Involvement with, possession, use or distribution of alcohol (if a minor) is prohibited.**
18. **Involvement or taking of recreational and performance enhancing drugs is considered illegal** by all national sporting bodies and may be treated by TSRC as a basis for expulsion from the club.
19. At race events you are part of TSRC. You must ensure that you abide by the Code of Conduct including taking instructions from the Program Director and your individual coach, in relation to skiing and all training matters.
20. **Any breach of this code of conduct will result in action undertaken according to the Discipline Policy**
21. Mobile phones are not allowed in the training environment ie they **MUST** be left in the club house
22. The Code of Conduct is agreed to when registering each member at the start of each season. This is done by agreeing to the terms of registration on the membership renewal/registration electronic form.

Parents' Code of Conduct

1. Your children are travelling/competing as TSRC athletes and as such are representing the TSRC. Therefore they must take advice from their TSRC coaches regarding training and racing activities.
2. Athletes should be with their coaches to analyse the course during course inspection.
3. Parents should not be in the start area or finish area unless they have been designated a work role by the Race Director. We would prefer that you do not talk to your children about the

race once on the hill as these comments can distract, upset or confuse them. Leave this to their professional coaches.

4. Parents can support their child by looking after their jackets, carrying them to the bottom of the course, and supporting their child at the bottom with positive comments.

5. If a parent wants to look after their child's skis, please tune outside the marshalling and start area. There will be a coach in the start area to check equipment.

6. During any training day parents are not to be seen following an athlete or group, nor being in and around a training course. This is not only a safety aspect but also for the greater good of the coach/group and athlete.

7. We all want our athletes to succeed, so please support your child and TSRC coach by abiding by these recommendations..

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CONFLICT OF INTEREST POLICY 2024

Conflicts of interest (COI) may arise from time to time in the affairs of the Club where the private interests of an individual may interfere with his/her official duties and responsibilities. Conflicts may be real or perceived: in either case, the Club seeks to protect itself, its parents, and its employees from potential legal matters and from poor public relations through a clear and transparent process. The objective of this policy is to enhance confidence in the integrity of the Club. We can all help to manage conflicts through disclosure, controls and avoidance. The following guidelines will operate in regard to real or potential conflicts of interest:

- Board members, employees, and parents shall perform their official duties in a manner that will conserve and enhance public confidence and trust in the integrity, objectivity, and impartiality of the Club.
- Board members, employees, and parents must declare private interests that would be affected by the activities and actions of the Club.
- Board members, employees, and parents shall not solicit and/or accept transfers of economic benefit other than incidental gifts, customary hospitality, or other benefits of nominal value, from persons or organisations having dealings with the Club, unless the transfer is pursuant to an enforceable contract or property right of the board member, employee, or volunteer. Such benefits may be accepted with the written consent of the Club. Neither benefits received nor private interests of a member should influence the objectivity or impartiality of their judgments in the performance of their duties on behalf of the Club.
- Board members, employees, and parents must declare any participation in decisions from which they or their immediate family may derive a benefit, either directly or indirectly. Where discussions related to such decisions take place, the board member, employee, or volunteer must identify his/her potential conflict of interest and refrain from participating in the discussion or decision.
- Negotiation of contracts for goods, services, or equipment should be reviewed by a designated board member to ensure that all potential conflicts are identified and resolved. In the situation where a conflict of interest is likely to arise due to the supply of goods or services by a board member, employee, or parent to the Club, proper and open tendering procedures must be followed. A board member, employee, or volunteer may still receive a contract as long as the Club Officer is aware of the potential conflict and the decision is in the best interests of the Club. Purchases over \$500 have to be approved by two of President/Club Captain & Treasurer
- Employees or board members must disclose gifts they receive over \$300 (monetary & non monetary). If gifts are properly disclosed then this is generally not a matter of concern. However, when gifts exceed threshold limits and/ or are not properly disclosed, these practices can create conflicts of interest and/or may be considered bribery and corruption or money laundering and terrorism financing. All employees/board members must seek approval before accepting gifts over \$300 as required by the policy
- Board members, employees, and parents are required annually to attest to understanding and complying with the TSRC's core policies. This typically occurs at the time of athlete registrations in March. The COI register will be administered by the TSRC treasurer.
- For the avoidance of doubt, employees include those contracted directly to the club as well as those who are employed by KT
- If you believe you may have a conflict of interest, please email the administration officer at info@thredboskiracing.com to request a COI form

- **Disciplinary consequences.** When a COI is deliberately concealed, disciplinary action may be invoked consistent with the disciplinary policy up to & including termination for employees of TSRC & in the instance of parents, removal from the club. Directors would be expected to resign.

This Conflict of Interest Policy is agreed to when registering each member at the start of each season. This is done by agreeing to the terms of registration on the membership renewal/registration electronic form.

TSRC Concussion Policy 2024

TSRC takes the issue of concussion and its management very seriously and adheres to current Snow Australia guidelines. Our brains are too important to risk permanent damage.

Snow Australia's Concussion Policy is detailed on the following link.

snow.org.au/info-hub/concussion-guidelines/

Snow Australia recommends a pre-season baseline assessment which may assist treating practitioners in recovery assessment and guidance. There is a link on the Snow Australia website to one of its partner's assessment tools. There are also many medical practitioners and physiotherapists who can perform this pre-season baseline testing.

TSRC will be guided by a medical practitioner's written advice regarding return to graded activities and final clearance.

TSRC and concussion

If there are ANY concerns of concussion, the following steps will occur

1. The athlete will be accompanied by coach/ski patrol immediately and taken to the Thredbo Medical Centre. Parents will be contacted.
2. Medical assessment
There is an international protocol for medical assessment (SCAT2) and a graded "return to play" policy which medical practitioners will advise. The doctors at Thredbo Medical Practice will assess the athlete and advise accordingly.
3. To return to any activity with TSRC the athlete **MUST** have a written medical plan and clearance.

Background information

Concussion is defined as a brain injury, a complex physiological process affecting the brain, induced by biomechanical forces. Concussion may be caused by either a direct or indirect blow to the head, face, neck or body causing an impulsive force to be transmitted to the head.

Loss of consciousness is seen in only 10-20% of cases of concussion; therefore, an athlete does not have to lose consciousness to have a concussion.

Signs of concussion

Concussion should be suspected if any of these features occur after a fall/accident/collision:

- A fit / seizure or any loss of consciousness
- Balance difficulty
- Vacant stare, unresponsiveness, slow responses or disorientation and confusion
- Holding the head or facial injury

- Slurred speech

Minutes to hours after the impact injury the athlete may complain of:

- Headache, Nausea / Vomiting
- Blurred vision
- Memory loss / difficulty
- Dizziness
- Tiredness/ “not feeling right”
- Sensitivity to bright light & loud noise

Days to weeks after the impact the player could have/feel:

- Persistent low-grade headache
- Poor attention & concentration
- Sad, irritable or frustrated
- Tired easily, sleep difficulties, lethargy

This Concussion Policy is agreed to when registering each member at the start of each season. This is done by agreeing to the terms of registration on the membership renewal/registration electronic form.

REFUND AND AWAY RACE COSTS POLICY 2024

1. Training Program Refunds

Policy

Program refunds will only be given for medical reasons or in exceptional circumstances.

The committee reserves the right to retain an amount to cover fixed and administrative costs.

A credit or refund will NOT be granted for “missed sessions”.

To apply for a refund:

1. Notification must be given in writing to the Office (info@thredboskiracing.com) or Head Coach (headcoach@thredboskiracing.com) as soon as practical.
2. A medical certificate may be requested for refunds on medical grounds.
3. The President, Program Director & Treasurer will consider all requests for refunds and will notify the member within 28 days of receipt of the request.

2. Recovery of “away” costs, by TSRC when athletes attend races as a team.

Principals

- Process should be easy to administer and transparent
- The club should not be out of pocket
- The club should not have to retrospectively invoice and recover monies

Policy

Any athlete participating in an “away” event as part of a team process shall be required to purchase the away package from the online shopping cart.

The cost of this package will be the estimated OR actual cost of the accommodation, meals and coaching costs/supplementary expenses.

If a payment has been made in advance of an event, an athlete will be refunded any balance owed after reconciliation of actual costs.

In the case of prepayment, any refund as a result of nonattendance after confirming participation will be at the discretion of the President, Program Director & Treasurer.

This Refunds and Away Race Costs Policy is agreed to when registering each member at the start of each season.

This is done by agreeing to the terms of registration on the membership renewal/registration electronic form.

Discipline Policy 2024

1. Any breaches of the TSRC Code of Conduct by Training Members or Parents will be notified in the first instance to the Program Director. This notification can come from other training members, parents, club coaches KT employees or members of the general public. The Program Director may choose to deal with the matter directly or refer this to the **TSRC Child Safety Officer**
2. If any Training Member (over the age of 18) or parent/carer of a Training Member (under the age of 18) has a problem or an issue, in the first instance, you must approach the Program Director to discuss. Such discussion should take place in either the administrative office (at the end of the clubrooms) or outside the clubrooms but never in the clubrooms in front of other Training Members.
3. If the matter is unresolved at this stage, the matter will then be referred to the **TSRC Child Safety Officer** who will investigate the matter and recommend a course of action to the Discipline Committee. The final decision on a course of action for a breach of the TSRC Code of Conduct will be taken by the TSRC Discipline Committee.
4. TSRC Discipline Committee (DC) is made up of any 2 of the Program Director, Club President and another TSRC Director. Any decisions made by the DC will be binding on the Training Member and may include: (i) temporary suspension from the Club; (ii) withdrawal from a race or races; (iii) for more serious cases, termination of Training Membership. If the Training Member is under the age of 18, The DC will discuss any issues and decisions (i), (ii) or (iii) with their parent/carer.
5. If members or parents/carers wish to appeal a DC decision, the club will refer this to a Snow Australia representative.

This Discipline Policy is agreed to when registering each member at the start of each season. This is done by agreeing to the terms of registration on the membership renewal/registration electronic form.

Complaints Policy 2024

Complaints about all matters other than Child Safety Matters

1. In writing either emailed to info@thredboskiracing.com or hard copy mailed to PO Box 4 Thredbo 2625
2. The written complaint should include:
 - Names of those involved
 - Date and place of incident
 - Description of incident
 - Witnesses
 - Should be signed by the complainant
3. Complaints will be investigated by a nominated independent member of the TSRC Board of Directors - not involved in the complaint / incident.
4. Complainant will be notified of the outcome of the investigation
5. Appeals to Snow Australia
6. Complaints made on social media, verbally or by phone call will be noted but not acted on until a written version (outlines in point 1) has been received.

Complaints relating to the Safeguarding of Children and Young People and Discrimination of adults on the basis of a Protected Characteristic (race or nationality, disability, sex, age, sexual orientation, and religion can be reported to and investigated by the Sports Integrity Commission independently (please see Integrity Document on the TSRC website).

PARTICIPANT/OFFICIAL DECLARATION, WARRANT, WAIVER & RELEASE

2024 SEASON

“Event” means the Training, competition and races conducted by TSRC in which the Participant or Official are involved in.

“KT” means Kosciusko Thredbo Pty Limited (ABN 95 000 130 015).

“Official” means any person who has agreed to assist either KT or TSRC, in any capacity, to conduct an Event.

“Participant” means any person who participates in any Event run by TSRC.

“Training” means any activity undertaken by the Participant from 1st June, 2024 until 30th September, 2024 in respect of any on mountain Alpine Activities and dry land training, including the use of any specialist training equipment.

“TSRC” means Thredbo Ski Racing Club Pty Limited (ABN 32 003 270 219).

For Participants, in consideration for, and as a condition of my membership of TSRC, I agree to be bound by the terms specified below. For Officials, I agree to be bound by the terms specified below.

I hereby:

1. Warrant that I am medically fit (including physically and mentally) to participate, or volunteer as an official, in Events organised by TSRC, and that I have not been advised otherwise by a medical practitioner.
2. Warrant that I will inspect all courses and all fixtures, fittings, equipment, goods, apparatus or other things supplied, provided or used in or related to the conduct of Event, and agree that I will not participate or volunteer unless I am completely satisfied with the adequacy and condition to the conduct of the Event.
3. Agree that I will participate or volunteer at my own risk and acknowledge that all Alpine Activities (including but not limited to alpine skiing, freestyle skiing including inverted aerial manoeuvres or off axis rotations, Nordic skiing, and snowboarding called) are risky and inherently dangerous and may result in serious personal injury including permanent disability and/or death to Participants or Officials and that may, or will involve, the risk of severe economic or property loss and damage, and I understand that any such loss may result not only from my actions but from the actions, omissions or negligence of others.
4. Agree that I will abide by the rules and conditions for the Event and the directions of TSRC and KT including those in any literature or verbal or written instructions.
5. Agree that I will at all times comply with KT's Alpine Responsibility Code.
6. Waive, release and discharge all and any claim, right or cause of action, however arising, whether or not presently ascertained, immediate, future or contingent, which I may otherwise have for or arising out of loss of my life or injury, damage or loss of any description whatsoever and howsoever caused, which I may suffer or sustain in the course of my position as a Participant or Official in any Event.
7. Indemnify KT and TSRC and their assigns, servants or agents against any claim, right or cause of action, howsoever arising, whether or not presently ascertained, immediate, future or contingent which I may have for or arising out of my life or injury, damage or loss of any description whatsoever and howsoever caused which I may suffer or sustain in the course of or consequent upon my participation in any Event.
8. Agree that the waiver, release and discharge contained in paragraph 6 above and the indemnity contained in paragraph 7 above shall operate in favour of each of KT and TSRC and their employees, assigns, sponsors, agents, officers and directors and where appropriate, related body corporate (as that term is defined in the Corporations Act), each of the above being defined as “Related Persons” and shall so operate whether or not the loss, injury or damage is due or attributable to any act, neglect or omission by any one or more of the Released Persons.
9. Agree that the waiver, release and discharge contained in paragraph 6 above and the indemnity contained in paragraph 7 above may be pledged as a complete bar to any claim, notice, demand, action, proceeding, litigation or judgement which has or may be brought or made or recovered against any or each of the Released Persons.
10. Acknowledge and agree that KT and TSRC's liability under any statutory right or any condition or warranty implied by the Fair Trading Act (NSW) or Trade Practices Act 1974 (Commonwealth) or other relevant legislation which cannot be lawfully excluded is, to the extent permitted by law, limited at the option of KT and/or TSRC to the re-supply of the relevant services by KT and/or TSRC or the payment by KT and/or TSRC of the cost of having the services supplied again.

11. Agree that without limitation of the waiver, release and discharge contained in paragraph 6 above and the indemnity contained in paragraph 7 above, the liability of KT and/or TSRC will be limited to that part of any Event which is located at or held at Thredbo and KT will not be liable in any circumstances or to any extent for any action arising in relation to that part of any Event which is located at or on the premises of KT and/or TSRC.

DECLARATION FOR MINORS

If you are under 18 years of age (hereafter called "Minor") on the day that this declaration is signed, the declaration must be signed by your parent or legal guardian.

I warrant and certify that I am the parent or legal guardian of the Minor/Participant named above who is under 18 years of age as at the date of this declaration and that he/she has my consent, and is capable of participating in the Event, including Training.

PUBLICITY RELEASE

I hereby unconditionally assign to KT and TSRC all right, title and interest that the Participant may have in any and all audio, audio visual and/or photographic recording of me or the Participant in the Event and grant to KT and TSRC permission to use, display, licence, sell and publish or otherwise deal with the audio, audio visual and/or photograph recording of me or the Participant, including for the purpose of advertising, promotion or otherwise. I further agree that any such recording(s) shall remain the exclusive property of KT and TSRC.

MEDICAL RELEASE FOR MINORS

I permit any authorised employee of KT and TSRC to arrange for medical attention for my Child, or to transfer my Child to a medical centre or to a hospital if, in the opinion of that person, medical attention is needed or is likely to be needed by my Child.

I agree that on transporting my Child to any hospital or medical facility, KT and TSRC shall have no further responsibility for, or in respect of my Child.

I agree to pay all costs associated with such medical care or attention and for related transportation for my Child and I agree to indemnify and to keep indemnified KT and TSRC for, or in respect of any such costs incurred.

I further authorise a medical centre or any hospital, its assigns, employees or agents to render any necessary or emergency medical care or attention to my Child, if considered necessary by a medical practitioner employed by a medical centre or any hospital.

I am aware that the practice of medicine in a surgery is not an exact science and I acknowledge that no guarantees have been made to me as to the result of treatment or examination at a medical centre or at any hospital.

PRIVACY STATEMENT

I agree to KT and TSRC collecting personal information on this form to enable the efficient provision, conduct and marketing of any Event.

KT and TSRC will only use, disclose or otherwise use the personal information collected on this form for the purpose of (or purposes reasonable incidental to) providing and marketing the Event.

If you have any privacy concerns or would like to verify information that KT or TSRC hold about the Participant and its family, please contact a director of TSRC.

ACCEPTANCE

I confirm that I freely agree to being legally bound by the conditions above, governed by the laws and jurisdiction of the state of New South Wales and where relevant the Commonwealth of Australia.

By checking the relevant box in the online form, to confirm agreement to the terms I confirm I am the person who agrees, or the parent / legal guardian of that person or I warrant I have the actual authority of that person.