



The Arc Junior Skier Development Program: Terms & Conditions

Terms and Conditions of Participation in The Arc Skier Development Program

Please read carefully these terms and conditions of contract. Upon acceptance into the program and payment of the deposit, you agree to be bound by these conditions on behalf of your child participant (“your child”), which constitute the agreement between HWH Life Pty Ltd trading as The Arc Junior Skier Development Program (“The Arc”) and you.

No variation of these conditions will be effective unless in writing and signed by a person so authorised by The Arc. Reference to “The Arc representatives” means any staff of The Arc and its officers, employees, agents and other third parties and representatives and the land management authorities in any Program location.

1. Booking and Enrollment

To secure a place in the Program, you must:

- Complete the official **Registration Form**.
- Upon written acceptance from The Arc, pay the **non-refundable 50% deposit**.
- Complete the **Information Request Form and Waiver**.

Places are limited and allocated on a "first-come, first-served" basis. Acceptance is subject to a skills assessment to ensure the participant possesses the requisite experience. Eligibility is determined at the sole discretion of The Arc’s coaching representatives.

2. Program Fees, Inclusions, and Exclusions

- **Inclusions:** Entitlements are strictly limited to those detailed under ‘Costs and Inclusions’ on The Arc’s website.
- **Exclusions:** Fees do not include flights, transfers, accommodation, meals (unless specified), personal travel insurance, visa/passport costs, airport taxes, equipment, or incidental personal expenses.
- **Payment:** A 50% deposit is required to secure a spot. The remaining 50% balance must be paid no later than **30 days prior** to the Program commencement.

3. Cancellation and Refund Policy

- **General:** The 50% deposit is strictly non-refundable.
- **Extenuating Circumstances:** For cancellations due to serious illness or bereavement, a credit for 50% of the Program Fee may be extended if notified **30 days prior** to commencement and supported by a Doctor’s Certificate. The credit is valid for programs occurring up to 12 months after the program originally booked.
- **Forfeiture:** Cancellations within 30 days of commencement result in a **100% forfeiture** of the total Program Fee.
- **Unused Services:** No refunds are issued for facilities not operating, failure to arrive, or any unused portion of the Program. Fees are non-transferable between persons or seasons.

4. Conduct and Behavior (Zero Tolerance Policy)

The Arc maintains a safe, respectful, and high-performance environment.

- **Standard of Behavior:** Abusive, disrespectful, or unsportsmanlike behavior—physical, verbal, or digital—will **not be tolerated**. This applies to both participants and their parents/guardians.
- **Discretionary Action:** The Arc reserves the **complete discretion** to suspend or permanently expel any participant from the Program if their behavior (or that of their parent/guardian) is deemed disruptive, harmful, or inconsistent with the Program’s values.
- **Consequences:** In the event of suspension or expulsion for behavioral reasons, **no refund or credit** will be issued for any remaining portion of the Program.

5. Program Modifications, Snow Conditions, and Force Majeure

- **Minimum Numbers:** The Arc may cancel a Program if registration is insufficient, in which case a full refund of the Program Fee will be provided. The Arc is not liable for incidental costs (flights, gear, etc.).
- **Operational Changes:** The Arc reserves the right to modify or postpone the Program due to inclement weather, safety concerns, or government warnings.

- **Snow Conditions: No refunds, partial or full, will be issued for a lack of snow or insufficient snow cover.** The Arc may provide alternative training or dry-land activities where possible, but the Program Fee remains due in full.
- **Force Majeure:** The Arc is not liable for failures caused by acts of God, strikes, or events outside its reasonable control.

6. Physical Health and Medical Disclosure

- **Fitness:** Participants must be in good health. Pre-training (cardio and strength) is strongly advised.
- **Disclosure:** You warrant that the participant is fit to ski and have disclosed all relevant medical or mental health information. This obligation is ongoing throughout the Program.
- **Exclusion:** The Arc's consultant doctor may exclude a participant if deemed medically necessary for the safety of the individual or the group.

7. Assumption of Risk and Liability Release

- **Inherent Risks:** You acknowledge that:
 - alpine skiing and racing involve significant risk of physical harm, disability or death;
 - any such injury may result not only from the participant's actions but also from the action, omission or negligence of others;
 - operational control of some parts of the Program may be in the hands of a third party and your right of action in regard to any shortcomings of that third party's performance is against the third party and not against The Arc; and
 - the additional dangers and risks associated with participation in the Program may include difficult and dangerous terrain; high altitude; extremes of weather including sudden and unexpected changes; remoteness from medical services and from communications; and evacuation difficulties in the event of serious illness or injury.
- **Release:** To the extent permitted by law, you release and discharge The Arc and its representatives from all claims, actions, or losses for injury, death or property damage arising from participation in the Program.

8. Medical Release and Emergency Care

- **Authorization:** You authorize The Arc to arrange medical attention or hospital transfer if deemed necessary. You agree to pay all associated costs and indemnify The Arc against such expenses.
- **Concussion Protocol:** The Arc is authorized to administer its Concussion Protocol (based on International Olympic Committee standards) in the event of any suspected head injury.

9. Travel Insurance

Personal travel insurance is **mandatory**. You must ensure the participant is covered for the duration of the Program, specifically including **alpine ski training, on and off-piste**. Proof of insurance must be provided upon registration.

10. Privacy, Publicity, and Marketing

- **Media Release:** You authorize The Arc to use any audio, visual, or photographic recordings of your child for promotional purposes unless you opt out in writing prior to the Program.
- **Communications:** By enrolling, you agree to receive marketing and transactional communications from The Arc.

11. Regulatory Compliance

All participants must adhere to The Arc's internal policies, including the **Child Safeguarding Policy** and **Injury, Incident & Emergency Procedures**.