



Sun Peaks Resort Clubs / Teams Terms and Conditions

- I. **Term.** Commencing November 01, 2026, the operations will commence for a period till May 31, 2027
- II. **Fees.** Agree to the payment schedule below;
 - a) forecasted ticket numbers and a 20% non-refundable deposit due by September 15, 2026 or
 - b) Final ticket number and full payment is required seven (7) days prior to first day of training, no exceptions
 - c) provide all relevant information for CWSAA and reciprocal tickets to sales@sunpeaksresort.com 30 days prior to your first day of training. Any teams with athletes using Reciprocal, CWSAA, IKON or Mountain Collective tickets must purchase lane rental product(s) if booking the Race Centre
- III. **Refund and or Cancellation.** The following policies and procedure will be in place for all cancellations and or refunds;
 - a) Refunds for partially unused and fully unused tickets will be provided. Please allow 30 days after departure for the refund to be processed.
 - b) In the event of cancellation by Sun Peaks Resort LLP, a full refund (including deposit) will be provided. This does not include flights, transfers or accommodation or other expenses incurred outside of the Race Centre
 - c) If lift access is fully closed for purchased dates, guests with day tickets will receive a full refund.
 - d) If lift access is open, but a documented and verifiable government travel restriction prevents a guest from being able to travel to Sun Peaks, guests receive a full refund.
- IV. **Training and Operation.** Training and operations procedures necessary for coaches and athletes to achieve, maintain the quality of standards expected by Sun Peaks;
 - a) you agree to follow the Club / Team Code of Conduct, see Schedule A
 - b) you agree to allow Sun Peaks to take and use photographs and or video of them, either still or moving pictures and or video; and must allow such visual representations to be used in any promotional materials of Sun Peaks
- V. **Relocation.** Sun Peaks may provide written notice to amend location within the CRA that is reasonably similar use area.



- VI. **Indemnity.** Except to the extent of any liability caused by or arising from the negligent or willful acts or omissions of Sun Peaks or those for whom it is, in law, responsible, the Club / Team hereby agrees to indemnify and save harmless Sun Peaks, its officers, employees, agents, servants and successors from and against all damage, losses, costs, actions, causes of action, claims, demands, remediation orders, builders liens, liabilities or expenses which may arise or accrue to any person, firm or corporation against Sun Peaks, its officers, employees, agents, servants and successors or which Sun Peaks, its officers, employees, agents, servants and successors may pay, incur, sustain or be put to:
- a) that arise out of, or area related to the Clubs' / Teams' exercise of the rights herein grant to it;
 - b) by reason of any negligent act or omission or willful misconduct of the club relating to the training area; or
 - c) by reason of any default in the due observance and performance of the rights and obligations of the Club / Team under these Terms and Conditions

The Parties acknowledge and agree that the release and indemnity set out in this part will apply and continue from the date of this agreement and will survive the expire or termination of this Terms and Conditions.

- VII. **Insurance.** All Clubs / Teams must hold valid insurance during the period stated in terms (I)
- a) Alpine Canada Alpin (ACA) – Member in good standing on approved club list
 - b) Freestyle Canada (CFSA) - Member in good standing
 - c) Quebec – AASQ - Member in good standing
 - d) International team – Member in good standing with NSO. Must provide a Certificate of Insurance (COI) stating coverage.
 - e) Cross Country Canada (CCC) – Member in good standing
 - f) Canadian Snowboard Federations (CSF) – member in good standing
 - g) Canadian Ski Coaches Federation (CSCF_ Member in good standing

VIII. **Worker Compensation (OH&S)**

- a) All Clubs/Teams must hold valid worker compensation for any employees, coaches and volunteers from the jurisdiction that oversee their club operations for the period stated in terms (I)



SCHEDULE A

Sun Peaks Resort Clubs / Teams Code of Conduct

At Sun Peaks Resort LLP, we strive to provide the finest mountain resort experience. To do so, all Clubs / Teams will follow the Sun Peaks Resort Clubs / Teams Code of Conduct. Please understand, any breach of this Code of Conduct may result in sanctions, including but not limited to revocation of your lift ticket, , season pass, and/or removal from Sun Peaks Resort, without prior notice or refund and at Sun Peaks sole discretion.

The party confirming the booking is responsible for ensuring that all coaches and athletes are briefed on this code of conduct. Representatives attending the nightly TCM are also responsible for communicating expectations/plans to any absent coaches and athletes.

Respect:

- Treat everyone with respect.
- Sun Peaks has zero tolerance for abusive language or gestures towards our staff and resort guests.
- Offensive, racist, or sexist behaviors, including foul language, are forbidden.
- Bullying, fighting, and seriously disruptive behavior will not be tolerated.

Alpine Responsibility Code:

- The Alpine Responsibility code(s) must be adhered to at all times.

<https://skisafety.ca/alpine-responsibility-code/>

- All incidents are to be reported to Sun Peaks Resort dispatch in a timely manner.
- All coaches, athletes, and volunteers must stay on scene and cooperate in the event of an incident, collision, or disrespectful interactions with other guests.

Training:

- All participants must carry a valid lift pass at all times while accessing lifts. Bypassing turnstiles is strictly prohibited and will result in the removal of the athlete or coach from the Race Centre.
- Conduct training only in designated areas. Any areas for training outside of the approved area must be approved by Sun Peaks Resort staff.
- No racing, tucking, in slow and learning zones. This includes the base area, 5 Mile, The Sticks, Rambler, and any designated Learning zones.
- Training activities of any kind are not permitted on the village platter.
- Athletes will not be permitted on lifts with one ski.
- Coaches, Club / Team members, and volunteers must use designated runs during early morning loading.
- Coaches, Club / Team members, and volunteers must head directly to their designated training area and stay within the confines other than to access the lift.
- All coaches, club/team members and volunteers must wear a helmet with the chin strap fully fastened while sliding in the Race Centre or other approved training.
- All tools, shovels, rakes and bags must be moved outside of the safety net system away from the racecourse to prevent injury to athletes. When not in use drills must be holstered or back packs worn.



Equipment & Transport:

- Only approved coaches and volunteers may carry course equipment on chairlifts, with one per chair.
- No towing of coaches, team members, and volunteers behind any vehicles.

Behavior:

- No horseplay on chairlifts or in lift lines.
- Coaches, club/team members and volunteers must put the safety bar down on the chair lifts
- Keep facilities clean and use provided ski racks for equipment.
- Please ensure that backpacks are stored in an area where they do not obstruct guest traffic or mountain operations, bags should not be stored at the top of Sunburst chair.
- The basement of Sunburst Lodge is available for those with packed lunches. Guests not purchasing food are asked to refrain from using the upstairs seating area. Theft or vandalism is prohibited.
- Illicit drug use is forbidden.
- Alcohol consumption is allowed only for those 19 and older in licensed areas.

No smoking, including e-cigarettes, in buildings, on the ski hill, in lift lines, or on chairlifts.

Sanctioning Details:

- Violations will lead to an immediate pass suspension for the current day.
- Violations can lead to 24-to-48-hour pass suspension after further review.
- If an incident is deemed serious by Sun Peaks Resort review and any person(s) safety is compromised, lift tickets and/or season passes will be revoked without notice or refund.
- Serious offences that constitute trespassing or a criminal act will be immediately reported to the authorities and may be subject to prosecution.
- Past misconduct will be considered in determining any sanction.
- No refund will be provided to anyone removed for inappropriate behavior or breach of this Code of Conduct.

Thank you for helping maintain a safe and respectful environment at Sun Peaks Resort.

SUN PEAKS RESORT LLP

BY: _____ **PRINT:** _____

CLUB / TEAM: _____ **IP#** _____

BY: _____ **PRINT:** _____