

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE
OCCUPIERS' LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING COVID-19 EXPOSURE**

PLEASE READ CAREFULLY!

This Release Agreement shall apply to all subsequent attendance at the Facilities

Initials	← 1
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TO: CALGARY OLYMPIC DEVELOPMENT ASSOCIATION, operating as WinSport, and its directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

Name of Participant (the "Participant") or Legal Guardian (if under 18)	Last	First	Initial
← 2			
Address	Street	City	Prov/State
			Postal Code
Telephone			

DEFINITION

In this Release Agreement:
"COVID-19" shall mean the infectious disease caused by the novel coronavirus or any mutation thereof, which was characterized as a pandemic by the World Health Organization on March 11, 2020; and
"Facilities" shall mean any or all of: WinSport's Canada Olympic Park ("COP"); the Bill Warren Training Centre (the "BWTC"); indoor and outdoor areas; hill; trails; race courses; arenas; change rooms; training centres; restaurants; day lodge; parking; access roads and all other facilities and areas at COP or the BWTC.

ASSUMPTION OF RISKS

I am aware that COVID-19 is highly contagious, even without a carrier showing symptoms. I understand that my participation in any WinSport lessons, camps, or programming or my use of or attendance at the Facilities will increase the risk of exposure to or contracting COVID-19. I am aware that being exposed to or contracting COVID-19 has many risks, dangers, and hazards, with many of such risks, dangers, and hazards being of an unspecified or undetermined nature, and include, without limitation: illness; respiratory illness; short and long term health complications; treatment risks, dangers, hazards, or complications; death; loss; personal injury; increased risk to one's health due to an underlying medical condition, whether known or unknown; isolation or quarantine requirements; transmission to others; third party losses; and I am aware COVID-19 is highly contagious and can spread to a person through many means, known and unknown, including without limitation respiratory droplets generated through a cough or sneeze; close personal contact; touching something with the virus on it and then touching your mouth, nose or eyes before washing your hands; negligence of others; negligent first aid; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF COVID-19.**

ACKNOWLEDGMENT

I acknowledge that I may be subject to daily health screening. I am aware that there will be other persons present at WinSport lessons, camps, or programming and at the Facilities and that I will come into contact with other persons and may be sharing washrooms and other spaces. I acknowledge that social or physical distancing cannot be guaranteed.
 I understand that regardless of health screening and other safety protocols, such as enhanced sanitization, the Releasees cannot eliminate the risk, or spread of, COVID-19 at WinSport lessons, camps, or programming or at the Facilities. I acknowledge that by participating in WinSport lessons, camps, or programming or by using or attending at the Facilities I freely accept and fully assume the risk that I may be exposed to or contract COVID-19, and as a result anyone exposed to me, including without limitation my close contacts, and everyone that lives in or attends at my household(s) may be exposed to or contract COVID-19.

INITIALS:	← 3
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I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH COVID-19 AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

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PLEASE READ CAREFULLY!

TO: CALGARY OLYMPIC DEVELOPMENT ASSOCIATION, operating as WinSport and its directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (**hereinafter collectively referred to as the "Releasees"**).

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing my participation in WinSport lessons, camps, or programming and/or permitting my use of or attendance at the Facilities, I hereby agree:

1. TO WAIVE ANY AND ALL CLAIMS that I or have or may in the future have against THE RELEASEES, and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may, or members of my household(s) may suffer, or that my or each of their next of kin may suffer, as a result of COVID-19, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS' LIABILITY ACT, RSA 2000, c O-4*, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF COVID-19.

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage, loss, personal injury, or death of or to me, members of my household(s) or any other third party resulting from COVID-19 in any way connected to or arising from my participation in any WinSport lessons, camps, programming, or my use of or presence in/at the Facilities;
3. This Release Agreement shall be effective and binding upon my and my Child's heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to COVID-19, other than what is set forth in this Release Agreement.

THE PARTICIPANT OR HIS/HER LEGAL GUARDIAN HAS READ AND UNDERSTANDS THIS RELEASE AGREEMENT AND IS AWARE THAT, BY SIGNING THIS AGREEMENT, THE PARTICIPANT IS WAIVING CERTAIN LEGAL RIGHTS WHICH THE PARTICIPANT OR ANY OF THE PARTICIPANT'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20____

PRINTED NAME OF PARTICIPANT (or parent/legal guardian if under 18)

SIGNATURE OF PARTICIPANT (or parent/legal guardian if under 18)

Print Name of Each Participant	Date of Birth	Signature of Participant or parent/legal guardian
_____	_____	_____
_____	_____	_____
_____	_____	_____
(Each of the above named is a "Participant")		

Witness Name: _____

Witness Signature: _____

Address: _____

Telephone: _____