

## 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 AN ACCIDENT**

**PLEASE READ CAREFULLY!**

*This Release Agreement shall apply to WinSport's 2020-2021 Ski and Snowboard Season*

Initials

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

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

### DEFINITION

In this Release Agreement, the term "**Skiing**" shall include all forms of skiing, snowblading, all forms of snowboarding, telemark skiing, cross-country-skiing, all forms of snow skating, use of non-traditional alpine equipment, ski jumping and use of any terrain parks, half-pipes, and race courses, and all programs, lessons, training, activities, events, leagues, races or services related thereto and provided, arranged, organized, conducted, sponsored, hosted, or authorized by the Releasees and shall include, without limitation, snow school lessons, camps, programming, competitions, training, demonstrations, travel to and from Skiing areas whether owned or operated by the Releasees or not, orientational or instructional courses, clinics, seminars and sessions, and other such activities, events and services in any way connected with or related to the Releasees. This Release Agreement applies to Skiing at the Facilities (defined below), which includes resorts and ski hills not owned or operated by the Releasees.

### ASSUMPTION OF RISKS

I understand that a helmet designed for recreational snow sports may reduce the risk of some types of head injuries. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I am aware 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; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road banks or cut banks; collision with lift towers, fences, snowmaking equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; use of halfpipes, terrain parks, rails, boxes, jumps and other features; collision with other skiers or snowboarders, or other persons; encounters with domestic or wild animals; loss of balance or control; slips, trips, and falls; accidents during snow school lessons; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; becoming lost or separated from one's party; negligence of other persons; 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 SKIING.** I am also aware that the risks, dangers and hazards of Skiing exist throughout and beyond the ski area and that many hazards are unmarked. **I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH SKIING, 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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### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a pass, season pass, program and/or lesson, allowing my participation in Skiing, and permitting my use of the lifts, ski runs, trails, terrain parks, half-pipe, race courses, restaurants, day lodge, parking, access roads and other facilities, which facilities shall include all resorts and ski hills where Skiing is provided by the Releasees, whether owned or operated by the Releasees or not (collectively, the "**Facilities**"), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS that I 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 suffer, or that my next of kin may suffer, as a result of my participation in Skiing or my use of or presence on/at the Facilities or travel beyond the ski area boundaries, 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 SKIING OR USING THE FACILITIES;
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage, loss, or personal injury to any third party resulting from my participation in Skiing, my use of or presence on/at the Facilities, or travel beyond the ski area boundaries;
3. This Release Agreement shall be effective and binding upon my 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;
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; and
6. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the Participant and Releasees' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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 the safety of Skiing other than what is set forth in this Release Agreement.

Any pass or season pass issued to me is the property of **CALGARY OLYMPIC DEVELOPMENT ASSOCIATION, operating as WinSport**, is not transferable, not for resale, and is revocable for misconduct or breach of WinSport's posted rules.

**THE PARTICIPANT OR HIS/HER LEGAL GUARDIAN HAS READ 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, INCLUDING THEIR RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.**

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")