

I confirm: (i) I am the person listed as the Participant below, I am at least 18 years old, and I am completing this Release Agreement for myself; or (ii) I am the parent/legal guardian of the minor child listed as Participant and I am authorized to complete this Release Agreement on their behalf. I understand that WinSport is relying on this confirmation, and my accurate completion of this Release Agreement, in agreeing to issue the applicable ticket(s)/pass(es) or allowing participation in any applicable program(s) or activity(ies).

Initials

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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!

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**I hereby agree that this Release Agreement shall apply
to all Air Bag and Trampoline, until May 15, 2024**

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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, insurers, successors and assigns (**hereinafter collectively referred to as the "Releasees"**).

Name of Participant ("Participant")		Last	First	
Address	Street	City	Prov/State	
	Postal Code	Telephone	Email	

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DEFINITION

In this Release Agreement, the term "**Air Bag and Trampoline Activities**" shall include use of any air bags and/or trampolines located at Canada Olympic Park (the "**Air Bags**" or the "**Trampolines**", as applicable) for any reason, including without limitation presence at an area where any Air Bags or Trampolines are located, and all programs, lessons, training, activities, events, leagues, races or services related thereto and provided, organized, conducted, sponsored, hosted, or authorized by the Releasees, and shall include, without limitation: classes; camps; programs; competitions; events; leagues; demonstrations; travel to and from Air Bags and/or the Trampolines, training areas or facilities; use of the Facilities (defined below); orientational or instructional courses; seminars and sessions; and any other such activities, events and services in any way connected with or related to the Releasees.

ACKNOWLEDGMENT – SAFETY

I acknowledge that I have been advised to wear a helmet while participating in Air Bag activities. I am familiar with the proper use of the Air Bags and Trampolines and have the skills required to use the Air Bags and Trampolines. I am aware that there are coaches available to answer any questions I may have as to the proper use of the Air Bags and Trampolines and related equipment.

ASSUMPTION OF RISKS

I am aware that Air Bag and Trampoline Activities will expose me to many risks, dangers and hazards that could result in injury, paralysis, death, property damage or loss to me or other third parties. The risks, dangers and hazards include, but are not limited to: injury to the musculoskeletal system including but not limited to muscle and joint sprains and strains, and broken bones; cuts and bruises; concussions; paralysis; injury or death caused by falling off of the Air Bags or Trampolines or other equipment, flipping, colliding with or being landed on by others; double bouncing (more than one person per air

bag or trampoline) which can create a rebound effect causing serious injury; colliding with obstacles or barriers; failing to land on the Air Bags or Trampolines; injury or death due to negligence on the part of myself, my trainer, or other persons; injury or death due to improper use or failure of equipment; injury or death as a result of improper training techniques; injury or death due to a medical condition, whether known or unknown by me; injury or death due to a failure to act safely within my own ability; mechanical or structural failure of the Air Bats or Trampolines; loss of balance; difficulty or inability to control one's speed and direction; loose gravel; rocks; mud; ice; steep or slippery sections; improper impact on the Air Bags or Trampolines; impact or collision with other persons or objects including spectators, course officials, or other natural or man made objects; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; disorientation; overexertion; 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 AIR BAG ACTIVITIES. I am also aware that the risks, dangers and hazards of Air Bag Activities exist throughout the Facilities and surrounding areas and that many hazards are unmarked. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH AIR BAG ACTIVITIES 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.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing my participation in Air Bag and Trampoline Activities and permitting my use of the Air Bags and/or Trampolines, lifts, restaurants, day lodge, parking, access roads, equipment, and other facilities, which facilities shall include all facilities where Air Bag and Trampoline Activities are provided by the Releasees, whether owned 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 Air Bag and Trampoline Activities or my use of or presence on/at the Facilities, **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 AIR BAG AND TRAMPOLINE ACTIVITIES OR USING THE FACILITIES;**

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- 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 Airbag and Trampoline Activities, or my use of or presence on/at the Facilities;
- 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 my 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 Air Bag and Trampoline Activities other than what is set forth in this Release Agreement.

I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT, BY SIGNING THIS RELEASE AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS I OR MY 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)

Witness: _____
(Signature) (Print Name)

Address: _____

Phone Number: _____