

**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	← 1
----------	-----

**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!**

Initials	← 2
----------	-----

**I hereby agree that this Release Agreement shall apply to all Activities, until July 1, 2024**

Initials	← 3
----------	-----

**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”).**

<b>Name of Participant (“Participant”)</b>		Last	First	← 4
<b>Address</b>	Street	City	Prov/State	
	Postal Code	Telephone	Email	

**DEFINITION**

In this Release Agreement, the term the “Activities” shall include all activities, events and services provided, arranged, organized, conducted, sponsored, hosted, or authorised by the Releasees relating to its Skate, Hockey, and Ringette Programs and Skate, Hockey, and Ringette Camps, and other such activities, events and services in any way connected with or related to the Releasees, or travel to/from and presence at any Facilities (defined below). In addition, but without limitation:

- a. For **Skate, Hockey, and Ringette Programs**, Activities shall include, without limitation: learn to skate programs, ice skating lessons, hockey skills, ringette skills, ice hockey, ice skating, ice skating drills, hockey drills, ringette drills, all activities involved in skating, hockey, or ringette; and any use of the Facilities, including without limitation the Releasees’ arenas and dressing rooms.
- b. For **Skate, Hockey, and Ringette Camps**, Activities shall include, without limitation: activity center, agility activities, all activities involved in skating, hockey, or ringette; archery, archery tag, baseball/softball, balancing, ball hockey, baseball/softball, basketball, biking, coordination, dryland training/physical conditioning, field games and sports, fitness testing, flag rugby, floorball, fundamental movement skills (FMS), gaga ball, golf, gym games, gymnastics, handball, high/low ropes, hockey drills, hockey skills, ice hockey, ice luge, ice ringette, ice skating, ice skating drills, ice skating team-builders, lacrosse, mini golf, obstacle course training, ringette drills, ringette skills, rock climbing, small area games, soccer, trampoline, Skyline Luge, zipline, use of Canada’s Sports Hall of Fame; and any use of the Facilities, including without limitation the Releasees’ arenas and dressing rooms.

**ASSUMPTION OF RISKS**

I am aware that participating in the Activities involves many risks, dangers and hazards including, but not limited to: unwanted collision or impact with projectile objects or equipment; collision or impact with equipment, other persons, or natural or man-made obstacles; cuts or abrasions from equipment; improper use or failure of equipment; power, mechanical or structural failure of facilities, terrain or equipment; falling off equipment or from heights; failure to properly adjust or

fasten equipment; changing weather conditions, exposure to extreme weather conditions, or exposure to hot or cold conditions; sudden stops or changes in direction; failure to act safely or within one’s own ability or to stay within designated areas; slips, trips, falls or loss of balance; difficulty or inability to control one’s speed or direction; becoming lost or separated from the guides or instructors or other participants; variable or difficult conditions; exposed rock, earth, ice, trees, tree stumps, forest deadfall, and other natural objects; changes or variations in terrain or surface, including but not limited to holes, depressions, loose gravel, rocks, mud, creeks, bumps, berms, steep or slippery sections, cracks, ruts, etc.; negligence of other persons; encounters with domestic or wild animals; mechanical failure of vehicles, motor vehicle accidents or collisions, poor road conditions; insect bites or stings; a medical condition, whether known or unknown; allergic reactions; choking; disorientation; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; 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 THE ACTIVITIES.** I am also aware that the risks, dangers, and hazards of the 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 THE ACTIVITIES, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.**

Initials 5

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees agreeing to my participation in the Activities and permitting my use of their equipment, arenas, dressing rooms, restaurants, day lodge, parking, access roads and other facilities, which facilities shall include all facilities where the 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 the 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 THE ACTIVITIES OR USING THE FACILITIES;**

Initials 6

- 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 the 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 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 the 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: \_\_\_\_\_