



A separate waiver must be signed for each Participant

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

STOP – READ THIS!!!

WINSPORT'S ADVANCED TERRAIN PARK

Important information about WinSport's XL Slope Style Course, XL 22 Foot Half-Pipe and West Terrain Park (collectively the "Advanced Terrain Park")

- Read and be familiar with the Alpine Responsibility Code.
- Use of the Advanced Terrain Park involves risk of injury. The participant controls the degree of risk they will encounter in using the features in the Advanced Terrain Park.
- The participant should not attempt any of the features, or any trick or airborne/aerial maneuvers on the features, unless the participant has sufficient ability and skill to do so safely. The participant must always stay in control and within the participant's ability.
- XL 22 Foot Halfpipe – extra large feature – expert terrain.
- XL Slopestyle Course – extra large features – expert terrain.
- West Terrain Park – medium to large features – intermediate to advanced terrain.
- Snowsport helmets are mandatory in the Advanced Terrain Park.

As with many adventure sports, skiing and snowboarding in the Advanced Terrain Park involves the risk of injury, including serious injury, head injury, paralysis, or death. The risk of injury increases with the size and degree of difficulty of the feature and terrain and the participant's launch speed and complexity of trick or airborne/aerial maneuver. Although the risk of injury can never be eliminated, the participant can manage the risk by: (i) choosing features and terrain, and only attempting tricks or airborne/aerial maneuvers, appropriate to the participant's skill and experience; (ii) progressing slowly and methodically; and (iii) participating in programs and training under the supervision of an instructor or coach with appropriate training and skill.

I have read and agree with the above

Initials

3

PRACTICE PARK ETIQUETTE

- Keep landings and knuckles clear. Clear the landing to avoid collisions. Do not stop or sit in a landing, knuckle, bottom of roller, or anywhere that you are not visible to skiers/riders uphill from you. If you need to stop or take a break make sure you are visible and can be seen from above.
- Do not ski/ride though landings. When not using features, stay off to the side of the trail, out of the way.
- Use features in the manner in which they are intended. Don't jump off the sides of the takeoffs. Save the takeoff lips for people who want to ride the feature correctly. Practice riding on small jumps or rollers instead.
- Do not “snake” other skiers/riders. Be courteous of your fellow park skiers/riders and call your drops. Give people a decent amount of time and space when waiting to ski/ride a feature to avoid cutting other people off.
- Slow down when exiting the terrain park.

I have read and agree with the above

Initials

4

KNOW AND UNDERSTAND THE FOLLOWING SIGNS

ALPINE RESPONSIBILITY CODE



There are elements of risk that common sense and personal awareness can help reduce. Regardless of how you decide to use the slopes, always show courtesy to others. Please adhere to the code listed below and share with others the responsibility for a safe outdoor experience.

- 1

Always stay in control. You must be able to stop, or avoid other people or objects.
- 2

People ahead of you have the right-of-way. It is your responsibility to avoid them.
- 3

Do not stop where you obstruct a trail or are not visible from above.
- 4

Before starting downhill or merging onto a trail, look uphill and yield to others.
- 5

If you are involved in or witness a collision or accident, you must remain at the scene and identify yourself to the Ski Patrol.
- 6

Always use proper devices to help prevent runaway equipment.
- 7

Observe and obey all posted signs and warnings.
- 8

Keep off closed trails and closed areas.
- 9

You must not use lifts or terrain if your ability is impaired through use of alcohol or drugs.
- 10

You must have sufficient physical dexterity, ability and knowledge to safely load, ride and unload lifts. If in doubt, ask the lift attendant.

Know the Code - Be Safety Conscious
It is Your Responsibility

FREESTYLE TERRAIN



READ THIS!

FREESTYLE SKILLS REQUIRED

Freestyle Terrain may contain jumps, hits, ramps, embankments, fun boxes, jibs, rails, half pipes, quarter pipes, snowcross, freestyle bump terrain and other constructed or natural terrain features. Freestyle skill involves maintaining control on the ground and in the air. Prior to using Freestyle Terrain, it is your responsibility to familiarize yourself with all instructions and warnings and to follow the Alpine Responsibility Code.

- The features vary in size and difficulty and change constantly due to snow conditions, weather, usage, modifications, grooming and time of day. It is your responsibility to inspect these features before use and throughout the day.
- You control the degree of risk you will encounter in using these features, both on the ground and in the air. Do not attempt these features unless you have sufficient ability and experience to do so safely.
- Helmets are mandatory.
- Only one person should use a feature at a time. Wait your turn and call your start. Do not jump blindly and use a spot when necessary. **LOOK BEFORE YOU LEAP!!** Always clear the landing area quickly.
- Always ride or ski in control and within your ability level. Individual features are closed for a reason. Do not enter the Freestyle Terrain or use features when closed.

Freestyle Terrain use, like all skiing and snowboarding, exposes you to the risk of serious injury. **AIRBORNE MANOEUVRES INCREASE THE RISK INVERTED AERIALS SUBSTANTIALLY INCREASE THE RISK OF SERIOUS INJURY.**

When using the freestyle terrain, you assume the risk of any injury that may occur. The ski area operator's liability for all injury or loss is excluded by the terms and conditions on your ticket or season pass release of liability.



PARKSMART

Start Small

Work your way up. Build your skills.

Make a Plan

Every feature. Every time.

Always Look

Before you drop.

Respect

The features and other users.

Take it Easy

Know your limits. Land on your feet.

This Park contains the following features

LOOK BEFORE YOU LEAP!

Freestyle Terrain has four levels of progression and designation for size. Start small and work your way up. It is your responsibility to familiarize yourself with the terrain before attempting any of the features.

Designations Are Relative To This Resort

Freestyle Terrain
S
Know it. Respect it. Ride it.

- Introductory freestyle terrain
- Small features, surface-level rails & boxes
- Less difficult features

Freestyle Terrain
M
Know it. Respect it. Ride it.

- Small to medium size features
- Ride-on rails & small to medium half pipe
- Difficult features

Freestyle Terrain
L
Know it. Respect it. Ride it.

- Medium to large size features
- Introduction to jump-on rails
- Rails with gaps & narrow surfaces
- Large half pipe
- More difficult features

Freestyle Terrain
XL
Know it. Respect it. Ride it.

- Largest size features & jumps
- Jump-on rails with gaps & narrow surfaces
- Advanced and experts only
- Most difficult features

DANGER

Access to the Terrain Park
is prohibited from here.
Please use main entrance
at the top of the park.

I have read and agree with the above

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5

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6

**I hereby agree that this Release Agreement shall apply
to all Skiing, until May 15, 2024**

Initials

7

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

8

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, race courses, dryslope and other artificial surface material 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 including use of dryslope or other artificial surface material; 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; lacerations and abrasions; 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.**



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;**

Initials

9

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 THEIR LEGAL GUARDIAN HAS READ THIS RELEASE AGREEMENT AND IS AWARE THAT, BY SIGNING THIS RELEASE 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)

10

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

Witness: _____
(Signature) (Print Name)

Address: _____

Phone Number: _____