

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, and agreement to, this Release Agreement, in agreeing to issue the applicable ticket(s)/pass(es) or allowing participation in any applicable program(s) or activity(ies).

I Agree (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!

I Agree (Initials)

2

I hereby agree that this Release Agreement shall apply to all Air Bag & Trampoline Activities until June 30, 2026 without having to sign another Release Agreement.

I Agree (Initials)

3

TO: CALGARY OLYMPIC DEVELOPMENT ASSOCIATION, operating as WinSport and its directors, officers, employees, instructors, coaches, trainers, guides, agents, representatives, volunteers, 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

4

DEFINITION

In this Release Agreement, the term “Air Bag & 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 on/at an area where any Air Bags or Trampolines are located;
- participation in any programs, lessons, classes, camps, training, activities, events, leagues, races or services related thereto and provided, organized, conducted, sponsored, hosted, or authorized by the Releasees, including, without limitation, competitions, and demonstrations;
- use of or presence on/at restaurants, day lodge, parking, access roads and other facilities or areas where the Air Bag & Trampoline Activities are held, whether owned or operated by the Releasees or not, including travel to and from such facilities;

and also includes other activities, events and services in any way connected with or related to the Releasees.

ASSUMPTION OF RISKS

I am aware that the Air Bag & Trampoline Activities will expose me to many risks, dangers and hazards that could result in injury, psychological damage, paralysis, brain injury, death, property damage or loss, including loss to other third parties. These risks, dangers and hazards include, without limitation: 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; impact or collision with other persons, obstacles, barriers or natural or man made objects; failing to land on the Air Bags or Trampolines; improper impact on the Air Bags or Trampolines; improper use or failure of equipment; mechanical or structural failure of the Air Bags or Trampolines; loss of balance; difficulty or inability to control one’s speed and direction; loose gravel; rocks; mud; ice; steep or slippery sections; failure to act safely or within one’s own ability or to stay within designated areas; one’s own negligence or the negligence, inattention or inexperience of other persons, including, without limitation, any coach, trainer or instructor; lack of fitness or conditioning; fainting; a medical condition whether known or unknown; overexertion, disorientation, fatigue, or dehydration; negligent first aid or rescue; infectious disease contracted through viruses, bacteria, parasites, and fungi which

may be transmitted through direct or indirect contact; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS AND 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 AIR BAG & TRAMPOLINE ACTIVITIES.** I am also aware that these risks, dangers and hazards exist throughout the facilities and surrounding areas and that many hazards are unmarked.

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.

I AM AWARE OF, FREELY ACCEPT AND FULLY ASSUME ALL OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE AIR BAG & TRAMPOLINE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM. I FURTHER AGREE THAT MY PARTICIPATION IN THE AIR BAG & TRAMPOLINE ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THESE RISKS, DANGERS AND HAZARDS.

I Agree (Initials)

5

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing participation in Air Bag & Trampoline Activities and permitting use of the Air Bags and/or Trampolines. 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 heirs, next of kin, executors, administrators, assigns and representatives may suffer, as a result of my participation in the Air Bag & Trampoline Activities, 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. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS AND 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 PARTICIPATING IN THE AIR BAG & TRAMPOLINE ACTIVITIES;

I Agree (Initials)

6

2. TO HOLD HARMLESS, INDEMNIFY AND DEFEND 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 Air Bag & Trampoline Activities;
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 this Release Agreement is completed electronically or online, then I consent to signing this Release Agreement electronically and confirm that my electronic signature is the legal equivalent of my manual signature in this Release Agreement.
7. 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 Air Bag & Trampoline Activities other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT, BY SIGNING THIS RELEASE AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH 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)

7

8

Witness: _____

(Signature)

(Print Name)

Phone Number: _____