

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, 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 Ski & Snowboard Activities and participation in any Event during the 2025-2026 Ski & Snowboard Season 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 Ski & Snowboard Activities shall include, without limitation:

- participation in 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 ski runs, trails, terrain parks, half-pipes, race courses, dryslope and other artificial surface material;
- participation in any training, leagues, races, competitions, contests, or other events (each an "Event");
- loading, unloading and travel by or movement in or around lifts, conveyors, snowcats, sleds, snowmobiles and motorized vehicles;
- use of or presence on/at restaurants, day lodge, parking, access roads and other facilities or areas, including facilities and areas at all resorts and ski hills where Ski and Snowboard Activities are provided by the Releasees, whether owned or operated by the Releasees or not, and 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 participating in the Ski & Snowboard Activities and participation in any Event 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: boarding, riding and disembarking ski lifts and conveyors; 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; improper training techniques; 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 SKI & SNOWBOARD ACTIVITIES AND PARTICIPATING IN ANY EVENT. I am also aware that these risks, dangers and hazards exist throughout the facilities and surrounding areas and that many hazards are unmarked.

EVENTS - I acknowledge that the RISKS, DANGERS AND HAZARDS OF THE SKI & SNOWBOARD ACTIVITIES ARE INCREASED DURING AN EVENT DUE TO THE COMPETITIVE NATURE OF THE ACTIVITY AND THE FACT THAT THERE MAY BE OTHER PARTICIPANTS ON THE COURSE. As a participant in an Event, I agree to follow all instructions issued by all officials or by means of announcements and notices and I understand failure to do so may result in disqualification from an Event. I agree it is my sole responsibility to be familiar with any rules or special regulations for an Event.

HELMETS - I acknowledge that the use of a helmet is mandatory during participation in an Event. I understand that a helmet designed for competitive 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 OF, FREELY ACCEPT AND FULLY ASSUME ALL OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SKI & SNOWBOARD ACTIVITIES AND THE PARTICIPATION IN ANY EVENT, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM. I FURTHER AGREE THAT MY PARTICIPATION IN THE SKI & SNOWBOARD ACTIVITIES AND ANY EVENT IS PURELY VOLUNTARY AND 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 my participation in the Ski & Snowboard Activities and in in any Event, 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 the Ski & Snowboard Activities and my participation in any Event, 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 THE SKI & SNOWBOARD ACTIVITIES OR PARTICIPATING IN ANY EVENT;

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 the Ski & Snowboard Activities and my participation in any Event or travel beyond 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 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 Ski & Snowboard Activities or any Event 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: _____