



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)

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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!

I Agree (Initials)

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I hereby agree that this Release Agreement shall apply to all Ski & Snowboard Activities, including, without limitation, all day ticket use, season pass use and participation in all programs, camps, lessons and events during the 2025-2026 season without having to sign another Release Agreement.

I Agree (Initials)

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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

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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 all lessons, programs, camps, 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, orientational or instructional courses, clinics, seminars and sessions;
- 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 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; 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 PARTICIPATING IN THE SKI & SNOWBOARD 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 have been advised to wear an approved helmet and other protective equipment when participating in the Ski & Snowboard Activities. **USE OF A HELMET IS MANDATORY IN THE WINSPORT TERRAIN PARKS (AS DEFINED BELOW).** A helmet designed for Ski & Snowboard Activities use may help reduce the risk of some types of injuries to the Participant at slower speeds; however, serious injury or death can result from both low and high energy impacts, even when a helmet is worn. **I FURTHER AGREE THAT I WILL COMPLY WITH THE ALPINE RESPONSIBILITY CODE AND OTHER SIGNAGE AS POSTED, AT WINSPORT AND, IF I AM SIGNING THIS RELEASE AGREEMENT AS A PARENT/LEGAL GUARDIAN, I AGREE IT IS MY RESPONSIBILITY TO ENSURE THE PARTICIPANT UNDERSTANDS AND COMPLIES WITH THE ALPINE RESPONSIBILITY CODE.**

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

I Agree (Initials)

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WINSPORT TERRAIN PARKS – INCREASED RISKS

Important information about WinSport’s terrain parks (collectively the “WinSport Terrain Parks”) including WinSport’s XL Slope Style Course, XL 22 Foot Half-Pipe and West Terrain Park (collectively the “Advanced Terrain Park”).

WinSport’s Terrain Parks include small, medium, and, in the Advanced Terrain Parks, large and extra-large features and increasingly difficult terrain. As with many adventure sports, Ski & Snowboard Activities in the WinSport Terrain Parks involves the risk of injury, including serious injury, head injury, paralysis, or death. The participant controls the degree of risk they will encounter in using the features in a WinSport Terrain Park.

I ACKNOWLEDGE THAT 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.

I understand **THAT SNOWSPORT HELMETS ARE MANDATORY IN THE WINSPORT TERRAIN PARKS,** and I further agree to follow all etiquette and other guidelines issues by WinSport from time to time with respect to the use of the WinSport Terrain Parks. **I ALSO UNDERSTAND THAT ENTRY INTO THE ADVANCED TERRAIN PARK REQUIRES PURCHASE OF AN ADVANCED ACCESS PASS OR TICKET.**

I ACKNOWLEDGE AND AGREE THAT I HAVE BEEN ADVISED OF THE ENHANCED RISKS ASSOCIATED WITH USE OF THE WINSPORT TERRAIN PARKS. IF I AM SIGNING THIS RELEASE AGREEMENT AS A PARENT/LEGAL GUARDIAN, I AGREE IT IS MY RESPONSIBILITY TO ENSURE THE PARTICIPANT UNDERSTANDS THE ENHANCED RISKS ASSOCIATED WITH USE OF THE WINSPORT TERRAIN PARKS.

I Agree (Initials)

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a pass, membership, and/or program, and allowing participation in the Ski & Snowboard Activities, 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 Ski & Snowboard 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 SKI & SNOWBOARD ACTIVITIES;

I Agree (Initials)

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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 Ski & Snowboard Activities 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 other than what is set forth in this Release Agreement.

I understand that any pass or membership issued to me is the property of **CALGARY OLYMPIC DEVELOPMENT ASSOCIATION, operating as WinSport**, is not transferable, may not be resold, and is revocable for misconduct or breach of WinSport’s posted rules, including, without limitation, the Alpine Responsibility Code.

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)

_____ 8

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

_____ 9

Witness: _____
(Signature) (Print Name)

Phone Number: _____