

**I confirm that:**

- (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 in agreeing to issue the applicable ticket(s)/pass(es) or allowing participation in any applicable program(s) or activity(ies), WinSport is relying on this confirmation, and my accurate completion of, and agreement to, this Release Agreement.

I AGREE (Initials)

1

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(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 that this Release Agreement shall apply to all Ice Program Activities until  
September 15, 2027 without having to sign another Release Agreement

I AGREE (Initials)

2

**TO: CALGARY OLYMPIC DEVELOPMENT ASSOCIATION, operating as WinSport** and its directors, officers, employees, instructors, coaches, trainers, guides, agents, representatives, volunteers, contractors, sponsors, insurers, successors, and assigns (**hereinafter collectively referred to as the "Releasees"**).

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

3

**DEFINITION**

In this Release Agreement, the term "**Ice Program Activities**" shall include, without limitation:

- all activities, events and services provided, arranged, organized, conducted, sponsored, hosted, or authorized by the Releasees relating to its skate, hockey and ringette, lessons, programs and camps;
- learn to skate programs, ice-skating lessons, all on-ice activities involved in skating, hockey, or ringette, including games, hockey skills, ringette skills, ice hockey, ice-skating, ice-skating drills, hockey drills, ringette drills, ice-skating team-builders;
- agility activities, other dryland, physical training, conditioning and exercise activities and games;
- various off-ice activities including archery, balancing, ball hockey, baseball/softball, basketball, biking, coordination, dryland training/physical conditioning, field games and sports, fitness testing, floorball, fundamental movement skills (FMS), gaga ball, golf, gym games, gymnastics, handball, high/low ropes, ice luge, lacrosse, mini golf, obstacle course training, rock climbing, rugby, small area games, soccer, trampoline, Skyline Luge;
- use of or presence on/at any buildings, restaurants, parking, access roads and other indoor/outdoor facilities, arenas, gymnasiums, training centers, running tracks, dressing rooms or areas where the above activities are held, including off-site areas whether owned or operated by the Releasees or not, and travel to and from such facilities or areas;

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

**ASSUMPTION OF RISKS**

I am aware that participation in the Ice Program 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: slips, trips, falls or loss of balance; changes or variations in terrain, ruts, cracks; difficulty or inability to control one's speed or direction and sudden stops or changes in direction; collision, impact or unwanted contact with projectiles, equipment, other persons, or natural or man-made obstacles; body contact or physical aggression from other participants; abrasions and wounds from sticks, pucks, balls, arrows or other equipment; improper use or failure of equipment; falling off or being ejected from equipment or from heights; changing

weather conditions or exposure to extreme weather conditions; becoming lost or separated from the guides or instructors or other participants; mechanical failure of vehicles, motor vehicle accidents or collisions, poor road conditions; encounters with domestic or wild animals; insect bites or stings; failure to act safely or within one’s own ability or to stay within designated areas; one’s own negligence or the failure to follow instructions; the negligence, inattention or inexperience of other persons, including, without limitation, any instructor, coach, trainer or guide; lack of fitness or conditioning; a medical condition whether known or unknown; overexertion, disorientation, fainting, 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 ICE PROGRAM ACTIVITIES.** I am also aware that these risks, dangers, and hazards exist throughout the facilities and surrounding areas and that many hazards are unmarked.

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

I AGREE (Initials) ← 4

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

In consideration of the Releasees allowing participation in the Ice Program 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 Ice Program 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 ICE PROGRAM ACTIVITIES ;**

I AGREE (Initials) ← 5

- 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 Ice Program 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;
- 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; and
- 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 Ice Program 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)

← 6

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

← 7

Witness: \_\_\_\_\_  
(Signature) (Print Name)

Phone Number: \_\_\_\_\_