

A separate Waiver must be signed for each User

**I confirm that:**

- (i) I am the person listed as the User 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 User 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  
(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 Equipment Rentals until  
September 15, 2027 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, sponsors, insurers, equipment manufacturers and distributors, successors, and assigns (hereinafter collectively referred to as the "Releasees").

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

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**RENTAL AGREEMENT**

1. I accept full responsibility for the care of any rental equipment (the "Equipment") rented from WinSport and I agree to pay WinSport for any damage to the Equipment, unless covered by WinSport's Equipment Damage Protection Plan purchased by me.
2. I agree to return the Equipment in a clean, undamaged condition to avoid any additional charges. I further agree to pay WinSport for the full retail value of the Equipment if not returned by the end of each rental period or damaged beyond repair. I understand that I will be required to provide my credit card number as security for the Equipment and I hereby authorize WinSport to charge my credit card for any damage or loss.
3. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.
4. I acknowledge that this Release Agreement shall apply to all Equipment rentals and on-ice activities until September 15, 2027.

**ASSUMPTION OF RISKS**

I am aware that my use of the Equipment and my participation in on-ice 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. I am aware that injuries are a common and ordinary occurrence in these activities.

**HELMETS** I understand that a helmet designed for on-ice activities may reduce the risk of some types of head injuries at slower speeds; however, 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 USING THE EQUIPMENT AND MY PARTICIPATION IN ON-ICE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM. I FURTHER AGREE THAT MY USE OF THE EQUIPMENT AND PARTICIPATION IN ON-ICE 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 rental of the Equipment and the Releasees allowing use of the Equipment in on-ice 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 use of the Equipment or participation in on-ice 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 USING THE EQUIPMENT OR PARTICIPATING IN ON-ICE 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 use of the Equipment and participation in the on-ice 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 User 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 Equipment or the on-ice 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 USER (or parent/legal guardian if under 18)

\_\_\_\_\_  
**6**

\_\_\_\_\_  
SIGNATURE OF USER (or parent/legal guardian if under 18) **7**

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

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