

A separate Waiver must be signed for each Participant

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)

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NOTICE TO RIDERS, PARENTS AND GUARDIANS

If you are new to WinSport’s mountain biking programs and/or facilities or if you are signing or consenting to this Release Agreement as the parent or legal guardian of a Rider under the age of 18, please take the time to review this document carefully and familiarize yourself and any minor Rider with the mountain biking activities and rules/responsibilities at WinSport’s facilities. Injuries are a common and expected part of mountain biking. More challenging terrain should not be attempted until the Rider has the appropriate skill, experience and equipment. Please speak to Guest Services for more information regarding mountain biking at WinSport.

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 Biking Activities during WinSport’s  
2026 Biking 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, sponsors, insurers, successors, and assigns and all organizers, officials, workers, sponsors, promoters and advertisers involved in biking at WinSport (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 “Biking Activities” shall include, without limitation:

- all forms of biking related activities, events and services provided, arranged, organized, conducted, sponsored, hosted, or authorized by the Releasees;
- cycling, bike descents, downhill, enduro, cross-country and four-cross biking, dirt jumping and BMX biking;
- use of roads, WinSport biking facilities which includes all trails, features and skill centres (collectively the “WinSport Bike Park”);
- bicycle skills training, guided biking activities, clinics, races, competitions, demonstrations and events, orientation and instructional courses and sessions, big air or trick events and races and all other WinSport bicycle riding, programs, lessons and camps; use of e-bikes or any other type of motorized or self-propelled conveyance, including adaptive cycles;
- loading, unloading and travel by, or movement in or around, chair lifts, conveyors and motorized vehicles;

- use of or presence on/at any buildings, restaurants, parking, access roads and other indoor/outdoor facilities or areas where the above activities are held, including off-site areas, roads and trails 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 INJURIES ARE A COMMON AND EXPECTED PART OF THE BIKING ACTIVITIES.** Biking Activities at WinSport take place on steep and rugged terrain with features that are both physically and technically challenging and 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: failure to act safely or within one's own ability or to stay within designated areas; slips, trips, crashes, falls or loss of balance; difficulty or inability to control one's speed and direction, sudden stops or changes in direction; high speed descents, rapid or uncontrolled acceleration on hills and inclines; extreme variation in terrain, trails or features, including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, mud, off-camber turns, streams and creeks; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; impact or collision with natural and constructed objects, lift towers, other mountain bikers, vehicles, pedestrians, spectators, and officials; falling off or failure of chair lifts; mechanical failure of bikes and other equipment; improperly adjusted or maintained bikes and other equipment; changing weather conditions or exposure to extreme weather conditions; becoming lost or separated from the guides or instructors or other participants; 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 BIKING 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 am aware that use of protective equipment such as elbow/forearm, knee/shin and neck armour when using the WinSport Bike Park is recommended. **I am also aware that a properly fitted helmet designed for mountain biking is mandatory for Biking Activities at WinSport,** but that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. The WinSport Bike Park includes small, medium, large and extra-large features and increasingly difficult terrain. Participants control the degree of risk they will encounter in using the features in the WinSport Bike Park. **I FURTHER AGREE THAT I WILL COMPLY WITH THE MOUNTAIN BIKER'S RESPONSIBILITY CODE (BE AWARE AND RIDE WITH CARE) AND ANY OTHER SIGNAGE AS POSTED AT WINSORT INCLUDING WINSORT'S MOUNTAIN BIKE PARK INFORMATION NOTICE AND MOUNTAIN BIKE CHECKLIST. IF I AM SIGNING THIS RELEASE AGREEMENT AS A PARENT/LEGAL GUARDIAN, I AGREE IT IS MY RESPONSIBILITY TO ENSURE THE PARTICIPANT UNDERSTANDS THE NATURE OF THE RISKS INVOLVED WITH THE BIKING ACTIVITIES AND COMPLIES WITH THE MOUNTAIN BIKER'S RESPONSIBILITY CODE.**

## MOUNTAIN BIKER'S RESPONSIBILITY CODE

### BE AWARE - RIDE WITH CARE

**Mountain Biking involves the risk of serious injury or death. Knowledge and caution can reduce the risk. For your safety and the safety of others, please adhere to the code.**

1. **RIDE IN CONTROL AND WITHIN YOUR ABILITY LEVEL.** You must be able to stop and avoid other people or objects. You must understand bike park signage, trail ratings and trail progression. Start slow and small. Ride trails and features matching your ability.
2. **PROTECT YOURSELF.** Helmets are mandatory in the WinSport Bike Park and strongly recommended on all other trails. Other protective equipment is strongly recommended.
3. **DO NOT RIDE** if your ability or judgment is impaired by drugs, alcohol, or fatigue.
4. **INSPECT AND MAINTAIN YOUR BIKE** or have it checked by a qualified bike mechanic before you ride.
5. **OBEY SIGNS AND WARNINGS.** Stay on marked trails. Do not cut switchbacks and keep off closed areas.
6. **INSPECT TRAILS AND FEATURES.** Conditions change constantly on trails and features. Inspect features before use and throughout the day.
7. **BE LIFT SMART.** Make sure you have the physical dexterity, ability, and knowledge to safely load, ride, and unload lifts when riding at lift access resorts. Ask for assistance with chairlifts and surface lifts if unsure.
8. **LOOK OUT FOR OTHERS.** Avoid riders ahead of you. They have the right of way. Yield to other riders when entering a trail.
9. **BE VISIBLE.** Do not stop where you obstruct a trail or are not visible from above.
10. **COOPERATE.** If you are involved in or witness a collision or accident, you must identify yourself to the Bike Patrol, staff member, or local authority.

**Know and Follow the Code – Be Safety Conscious. It is your Responsibility!**

**MAKE YOURSELF AWARE OF THE AREA'S SPECIFIC REGULATIONS**

**Park Privileges may be Revoked for Breach of this Code**

I AM AWARE OF, FREELY ACCEPT AND FULLY ASSUME ALL OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE BIKING ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM. I FURTHER AGREE THAT MY PARTICIPATION IN THE BIKING 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 Biking 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 Biking 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 BIKING 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 Biking 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 Biking 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)

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SIGNATURE OF PARTICIPANT  
(or parent/legal guardian if under 18) 7

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

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