

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 Training Activities, including all membership or program renewals 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

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DEFINITION

In this Release Agreement, the term “**Training Activities**” shall include, without limitation:

- use of or presence on/at the WinSport Performance Training Centre, CSI High Performance Training Centre, Bob Niven Training Centre, Hockey Canada Training Centre, Bill Warren Training Centre, the other gymnasiums and indoor running tracks located at Canada Olympic Park, any outdoor areas at or around the above training areas;
- participation in any programs, lessons, classes, camps, seminars, sessions or services (including all instructional, coaching, and orientational activities and indoor, outdoor, online, virtual or remote programs or services), personal or group training, activities, events, leagues, races or services related thereto and provided, organized, conducted, sponsored, hosted, or authorized by the Releasees including, without limitation, competitions, demonstrations, use of fitness equipment, conditioning, running, weight lifting and training, cycling, and testing;
- travel to and from training areas, use of or presence on/at change rooms and/or steam rooms, restaurants, parking, access roads and other facilities or areas, including all facilities or areas provided for training, whether owned or operated by the Releasees or not; and
- use of any applications, platforms, and other web-based services used or licensed by the Releasees, consultations, and other such activities, events and services in any way connected with or related to the Releasees.

ASSUMPTION OF RISKS

I am aware that participating in the Training 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, improper use or failure of equipment; power, mechanical or structural failure of facilities, terrain or equipment; falling off or being ejected from equipment; failure to properly adjust or fasten equipment; inadequate equipment; inadequate course conditions; variable or difficult conditions; unwanted contact or impact with projectile objects, equipment other persons, or natural or man-made obstacles; slips, trips, falls or loss of balance; difficulty or inability to control one’s speed or direction; sudden stops or changes in direction; 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,

TRAINING CENTRES WAIVER

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 TRAINING 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 TRAINING ACTIVITIES, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM. I FURTHER AGREE THAT MY PARTICIPATION IN THE TRAINING ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THESE RISKS, DANGERS AND HAZARDS.

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 Training 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 Training 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 TRAINING 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 Training 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; 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. I further agree that, 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 Training 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.

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)

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Witness: _____

(Signature)

(Print Name)