

I confirm: (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 equipment, ticket(s)/pass(es) or allowing participation in any applicable program(s) or activity(ies).

I Agree (Initials)

RENTAL, 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 hereby agree that this Release Agreement shall apply to all Helmet rentals and use during WinSport's 2025-2026 Tube Park Season without having to sign another Release Agreement.

I Agree (Initials)

HELMETS ARE STRONGLY RECOMMENDED

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

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

RENTAL AGREEMENT

1. I accept full responsibility for the care of any rental helmet (the "Helmet") rented during WinSport's 2025-2026 Tube Park Season and I agree to pay WinSport for any damage to the Helmet.
2. I agree to return the Helmet in a clean, undamaged condition to avoid any additional charges. I further agree to pay WinSport for the full retail value of the Helmet 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 Helmet 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 Helmet. I understand that the rental staff are able to answer questions I may have as to the proper use of the Helmet.
4. I acknowledge that this Release Agreement shall apply to all Helmet rentals and snow-tubing activities during WinSport's 2025-2026 Tube Park Season.

ASSUMPTION OF RISKS

I am aware that participating in snow-tubing 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 this activity.

HELMETS I understand that a helmet designed for snow sports 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 AND FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SNOW-TUBING AND WITH THE USE OF THE HELMET, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM. I FURTHER AGREE THAT MY PARTICIPATING IN SNOW-TUBING AND MY USE OF THE HELMET IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THESE RISKS, DANGERS AND HAZARDS.

I Agree (Initials)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Helmet, 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, resulting from or arising out of any aspect of my use of the Helmet or snow-tubing, **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**, or in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Helmet. **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 ASSOCIATED WITH SNOW-TUBING AND WITH THE USE OF THE HELMET;**

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 use of the Helmet and my snow-tubing;

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 my 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 snow-tubing or the use of the Helmet or 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)

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SIGNATURE OF USER
(or parent/legal guardian if under 18)
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Witness: _____
(Signature) (Print Name)

Phone Number: _____