



A separate waiver must be signed for each Participant

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 this Release Agreement, in agreeing to issue the applicable ticket(s)/pass(es) or allowing participation in any applicable program(s) or activity(ies).

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!

Initials [2]

I hereby agree that this Release Agreement shall apply to all Equipment Rentals during WinSport's 2024 Mountain Bike Season

Initials [3]

HELMETS ARE MANDATORY IN WINSPORT'S BIKE PARK, PROTECTIVE PADDING IS STRONGLY RECOMMENDED

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

Participant information form with fields for Name, Address, Telephone, and Email. Includes a large 'DRAFT' watermark.

RENTAL AGREEMENT

- 1. I accept full responsibility for the care of any rental equipment (the "Equipment") rented during WinSport's 2024 Mountain Bike Season...
2. The Participant is familiar with the proper use of the Equipment including but not limited to all quick release mechanisms, brakes and gear shifters...
3. I will provide the Participant's accurate height and weight where required...
4. I agree that the Equipment shall only be used at WinSport's Canada Olympic Park ("COP")...
5. I agree to refer to the Mountain Bikers Responsibility Code, Mountain Bike Checklist, and bike safety signage for further safety information.

ASSUMPTION OF RISKS

I am aware that injuries are a common and expected part of Mountain Biking. Mountain Biking takes place on steep and rugged terrain and features that are both physically and technically challenging and will expose the Participant to many risks, dangers, and hazards. I am aware that biking at the Premises involve risks, dangers and hazards and that injuries are a common and ordinary occurrence in these sports. These include but are not limited to: mechanical failure of bikes and other equipment; improperly adjusted or maintained bikes and other equipment; falls; loss of balance; high-speed descents; difficulty or inability to control one’s speed and direction; rapid or uncontrolled acceleration on hills and inclines; impact or collision with natural and constructed objects, lift towers, other bikers, vehicles, pedestrians, spectators and officials; exposure to infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM OR WARN THE PARTICIPANT OF THE RISKS, DANGERS AND HAZARDS USING THE EQUIPMENT OR OF MOUNTAIN BIKING AT THE PREMISES.**

I AM AWARE OF, FREELY ACCEPT AND FULLY ASSUME ALL OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT, PARTICIPATION IN BIKING AND MY PRESENCE AT THE PREMISES, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Participant’s use of services, equipment, and facilities at COP (the “Premises”) and the rental of the Equipment, 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 next of kin may suffer, resulting from or arising out of any aspect of my use of the Equipment or my presence on the Premises, **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,** in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or in respect of the provision of, or **THE FAILURE TO PROVIDE, ANY WARNINGS, DIRECTIONS OR INSTRUCTIONS AS TO BIKING SAFETY, THE USE OF THE EQUIPMENT, OR THE RISKS, DANGERS AND HAZARDS OF BIKING OR USING THE PREMISES;**

Initials 6

- 2. **TO HOLD HARMLESS AND INDEMNIFY 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, my participation in biking, or my use of or presence on/at the Premises;
- 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 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 Equipment or of biking other than what is set forth in this Release Agreement.

I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT, BY SIGNING THIS RELEASE AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS 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)

Witness: _____
(Signature) (Print Name)

Address: _____

Phone Number: _____