

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initials

1

TO: CALGARY OLYMPIC DEVELOPMENT ASSOCIATION and its directors, officers, employees, instructors, agents, representatives, independent contractors, subcontractors, volunteers, sponsors, successors and assigns (**all of whom are hereinafter referred to as the "Releasees"**).

Name of Participant ("Participant") or Legal Guardian (if under 18)		Last	First	Initials
Address	Street			
	City	Prov./State	Postal/Zip Code	

2

DEFINITION

In this Release Agreement, the term **"WinSport Training Centres"** shall include the WinSport Performance Training Centre, High Performance Training Centre, the indoor running tracks located at Canada Olympic Park, the outside training area around the WinSport Performance Training Centre, the Bob Niven Training Centre, the Hockey Canada Training Centre and the Bill Warren Training Centre, along with all activities and services connected with or relating to the WinSport Training Centres such as conditioning, running, training, weight lifting, cycling, testing, consultations and all other services.

ASSUMPTION OF RISKS

I am aware that the use of WinSport Training Centres involves many risks, dangers and hazards including, but not limited to: injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death; injury or death due to negligence on the part of myself, my trainer, or other people around me; injury or death due to improper use or failure of equipment; injury or death as a result of improper training techniques; injury or death due to a medical condition, whether known or unknown by me; injury or death due to a failure to act safely within my own ability; 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 ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout the WinSport Training Centres and surrounding areas and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for use of the WinSport Training Centres and permitting my use of the gym and training facilities, running tracks, day lodges, parking, access roads and other facilities (hereinafter the **"Facilities"**), 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 either my use of or my presence at the Facilities or the WinSport Training Centres, **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 ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION, 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 ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party resulting from my use of or presence at the Facilities or the WinSport Training Centres;
- 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;
- 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 the Province of Alberta and no other jurisdiction;
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta; and
- 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 use of the Facilities or the WinSport Training Centres other than what is set forth in this Agreement.

THE PARTICIPANT OR HIS/HER LEGAL GUARDIAN HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND ARE AWARE THAT, BY SIGNING THIS AGREEMENT, THE PARTICIPANT IS WAIVING CERTAIN LEGAL RIGHTS WHICH THE PARTICIPANT OR ANY OF THE PARTICIPANT'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

3

PRINTED NAME OF PARTICIPANT (or parent/legal guardian if under 18)

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

4

Printed Minor Child's Name	Date of Birth	Signature of parent/legal guardian
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Each of the above named is a **"Participant"**)

Witness (must be over age of 18): _____
(Signature) (Print Name)

Address: _____

Phone Number: _____