

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 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

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## 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!**

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**I hereby agree that this Release Agreement shall apply to all Tube Park Helmet rentals  
during WinSport's 2023-2024 Tube Park Season**

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**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"**).

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

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### RENTAL AGREEMENT

1. I accept full responsibility for the care of any rental helmet (the "**Helmet**") rented during WinSport's 2023-2024 Tube Park Season and I agree to pay WinSport for any damage to the Helmet, and I 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.
2. 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.
3. I also agree to return the Helmet in a clean, undamaged condition to avoid any additional charges.

### ASSUMPTION OF RISKS

I am aware that snow tubing involves risks, dangers and hazards, including but not limited to: variable and difficult conditions associated with wind, snow, and ice; boarding, riding, and disembarking a conveyer; falling out of or being ejected from a tube; improper use or failure of equipment; collision with or being struck by other tubes or persons, or objects, equipment, or natural or man-made obstacles; loss of balance or control; slips, trips, and falls; failure to stop or slow down in designated areas; failure to stay within a tubing lane or the boundaries of the Tube Park; negligent first aid; 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 ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF SNOW TUBING AND THE USE OF THE HELMET.**

**HELMETS** I understand that a helmet designed for recreational snow sports, including snow tubing, may reduce the risk of some types of head injuries. I recognize that 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 THE USE OF THE HELMET.**

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**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 next of kin may suffer, resulting from or arising out of any aspect of my use of the Helmet, the Tube Park, 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 Helmet, or in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of the Helmet or the risks, dangers and hazards of snowtubing;

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- 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 Helmet and my participation in 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 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.

**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\_\_\_\_

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

SIGNATURE OF USER  
(or parent/legal guardian if under 18) 8

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

Address: \_\_\_\_\_

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