

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
Multi-Sport Programs and Activities, until June 30, 2025**

Initials

3

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").

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

4

DEFINITION

In this Release Agreement, the term "**Activities**" shall include all indoor and outdoor activities, events and services provided, arranged, organized, conducted, sponsored, hosted, or authorized by the Releasees relating to its TriSport, Gaga Ball, Basketball, Table Tennis, and Beach Volleyball Programs and Camps including, without limitation: field and gym games such as gaga ball, nine-square in the air, relay races and mini golf; as well as certain specific activities including:

- For TriSport, activities such as basketball, wheelchair basketball, volleyball, soccer, table tennis, mission impossible, capture the flag, kickball, ball hockey, and pickleball;
- For Gaga Ball, activities such as soccer, mission impossible, kickball, pickleball, dodgeball, and omnikin ball;
- For Basketball, activities such as basketball, and wheelchair basketball;
- For Table Tennis, activities such as table tennis, pickleball, badminton, and capture the flag;
- For Beach Volleyball, activities such as volleyball, wheelchair volleyball, pickleball, mission impossible, and kickball; and all other such activities, events and services in any way connected with or related to the Releasees, or travel to/from and presence at any Facilities (defined below).

ASSUMPTION OF RISKS

I am aware that the Participant's participation in the Multi-Sport Programs and Activities involves many risks, dangers and hazards including, but not limited to: collision or impact with equipment, other persons, or natural or man-made obstacles; unwanted contact with projectile objects or equipment; physical contact, such as body contact or physical aggression from other participants; cuts, burns or abrasions from equipment; improper use or failure of equipment; falling off or being ejected from equipment or from heights; failure to properly adjust or fasten equipment; inadequate equipment; power, mechanical or structural failure of facilities, terrain, or equipment; inadequate course conditions; changing weather conditions or exposure to extreme weather conditions; slips, trips, falls or loss of balance; the failure to act safely or within

one's own ability or to stay within designated areas; difficulty or inability to control one's speed or direction; sudden stops or changes in direction; failure to slow or stop in designated areas; becoming lost or separated from the guides or instructors or other participants; variable or difficult conditions; exposed rock, earth, ice, trees, tree stumps, forest deadfall, and other natural objects; changes or variations in terrain, such as holes, depressions, loose gravel, rocks, mud, creeks, bumps, berms, steep or slippery sections, crack, ruts, etc.; negligence of other persons; encounters with domestic or wild animals; insect bites or stings; a medical condition, whether known or unknown; allergic reactions; choking; disorientation fatigue; overexertion; negligent first aid; 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 THE 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 OF THE ACTIVITIES.** I am also aware that the risks, dangers, and hazards of the Activities exist throughout the Facilities and surrounding areas and that many hazards are unmarked.

I AM AWARE OF, FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE MULTI-SPORT PROGRAMS AND ACTIVITIES OR THE USE OF THE FACILITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

Initials 5

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing the Participant to participate in the Multi-Sport Programs and Activities and permitting the Participant's use of their equipment, trails, hill, restaurants, day lodge, parking, access roads and other facilities, which facilities shall include any and all areas and premises where the Activities are provided by the Releasees, whether owned by the Releasees or not (collectively, 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, as a result of my participation in the Multi-Sport Programs and Activities or my use of or presence on/at the Facilities, **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 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 MULTI-SPORT PROGRAMS AND ACTIVITIES OR USING THE FACILITIES;**

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 participation in the Multi-Sport Programs and Activities, or my use of or presence on/at the Facilities;
- 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 Multi-Sport Programs and Activities 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_____

7

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

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

Witness: _____
(Signature) (Print Name)

Address: _____

Phone Number: _____