



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 Skate and Helmet Equipment Rentals, 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 |

RENTAL AGREEMENT

- I accept full responsibility for the care of any rental skates, helmets and other equipment (the "Equipment") rented from WinSport and I agree to pay WinSport for any damage to the Equipment and to replace at full retail value any Equipment not returned by the agreed date.
- I also agree to return the Equipment in a clean, undamaged condition to avoid any additional charges.
- I am familiar with the proper use of the Equipment. I understand there is arena staff available to answer questions I may have as to the proper use of the Equipment.
- I agree the Equipment shall only be used at WinSport's arenas located at Canada Olympic Park ("COP") and shall not be removed from COP under any circumstances, unless the Equipment is being used away from COP during a WinSport supervised program, lesson, or camp.

ASSUMPTION OF RISKS

I am aware that ice skating, ice hockey, ringette, and other on-ice activities (collectively "On-Ice Activities") involve many risks, dangers and hazards and that injuries are a common and ordinary occurrence in these activities. Such risks, dangers and hazards include but are not limited to: unwanted collision or impact with projectile objects or equipment; collision or impact with equipment, other persons, or natural or man-made obstacles; cuts or abrasions from equipment; improper use or failure of equipment; power, mechanical or structural failure of facilities, terrain or equipment; falling off equipment or from heights; failure to properly adjust or fasten equipment; exposure to cold conditions; sudden stops or changes in direction; failure to act safely or within one's own ability or to stay within designated areas; slips, trips, falls, or loss of balance; difficulty or inability to control one's speed or direction; changes or variations in terrain or surface, including but not limited to cracks, ruts, etc.; negligence of other persons; a medical condition, whether known or unknown; 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.**

HELMETS I understand that a helmet designed for recreational activities on ice 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, FREELY ACCEPT AND FULLY ASSUME ALL OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT, PARTICIPATION IN ON-ICE ACTIVITIES AND MY PRESENCE AT THE PREMISES, 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 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, participation in the On-Ice Activities 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 the use of the Equipment, or the risks, dangers, or hazards of any On-Ice Activities;

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 On-Ice 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 Equipment or of On-Ice 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_____

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

_____ ← **7**

_____ ← **8**
 SIGNATURE OF PARTICIPANT
 (or parent/legal guardian if under 18)

Witness: _____
(Signature) (Print Name)

Address: _____

Phone Number: _____