

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).

I Agree (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!

I Agree (Initials) ← **2**

**I hereby agree that this Release Agreement shall apply to all Training
for one calendar year (365 days) from signing**

I Agree (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

DEFINITION

In this Release Agreement, the term "**Training**" shall include any use of the WinSport Performance Training Centre, High Performance Training Centre, Bob Niven Training Centre, Hockey Canada Training Centre, Bill Warren Training Centre, the indoor running tracks located at Canada Olympic Park, any outdoor training areas at Canada Olympic Park or around the WinSport Performance Training Centre, the High Performance Training Centre, the Bob Niven Training Centre, the Hockey Canada Training Centre, or the Bill Warren Training Centre, and all programs, lessons, training, activities, events, leagues, races or services related thereto and provided, organized, conducted, sponsored, hosted, or authorized by the Releasees and shall include, without limitation: classes; camps; competitions; demonstrations; travel to and from training areas; use of the Facilities (defined below), use of change rooms and/or steam rooms; orientational and instructional courses; seminars and sessions; personal training; use of fitness equipment; conditioning; running; weight lifting; weight training; cycling; testing; indoor, outdoor, online, virtual, or remote programs, services, classes, camps, training, or personal training; use of any and all applications, platforms, and other web-based services used or licensed by the Releasees; consultations; and other such activities, events and services in any way connected with or related to the Releasees.

ASSUMPTION OF RISKS

I am aware that Training involves many risks, dangers and hazards including, but not limited to: improper use or failure of equipment; power, mechanical or structural failure of facilities, terrain or equipment; cuts or abrasions from equipment; falling off equipment; failure to properly adjust or fasten equipment; inadequate equipment; falling out of or being ejected from equipment; inadequate course conditions; variable or difficult conditions; unwanted contact with projectile objects or equipment; improper training techniques; 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; sudden stops or changes in direction; overexertion; disorientation; collision or impact with projectile objects, equipment, other persons, or natural or man-made obstacles; negligence of other persons, including without limitation any trainer or instructor; lack of fitness or conditioning; fainting; negligent first aid; a medical condition, whether known or unknown; injury to the musculoskeletal

TRAINING CENTRES WAIVER

and/or cardio respiratory systems; fatigue; dehydration; 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 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 TRAINING.** I am also aware that the risks, dangers and hazards of Training exist throughout the Facilities and surrounding areas and that many hazards are unmarked.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH TRAINING, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

I Agree (Initials) ←

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a pass, membership, and/or program, allowing my participation in Training, and permitting my use of the gym and training facilities, running tracks, restaurants, day lodges, parking, access roads and other facilities, which facilities shall include all facilities where Training is 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 Training 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, 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 TRAINING OR USING THE FACILITIES;**

I Agree (Initials) ←

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2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for property damage, loss, or personal injury to any third party resulting from my participation in Training 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 Training other than what is set forth in this Release Agreement.

Any pass or membership issued to me is the property of **CALGARY OLYMPIC DEVELOPMENT ASSOCIATION, operating as WinSport**, is not transferable, not for resale, and is revocable for misconduct or breach of WinSport's posted rules.

THE PARTICIPANT OR THEIR LEGAL GUARDIAN HAS READ THIS RELEASE AGREEMENT AND IS AWARE THAT, BY SIGNING THIS RELEASE 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, 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)

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

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Witness: _____
(Signature) (Print Name)

Address: _____

Phone Number: _____