



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, and agreement to, 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 the participation in all Freestyle Training Activities, including without limitation, all programs, camps and lessons, until October 31, 2025.

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").

Form with fields: Name of Participant ("Participant"), Last, First, Address (Street, City, Prov/State), Postal Code, Telephone, Email. [4]

DEFINITION

In this Release Agreement, the term "Freestyle Training Activities" shall include all training and activities related to WinSport's Freestyle Ski and Snowboard Lessons, Camps or Programs including without limitation:

- use of any dryslope or other artificial snow surface material at Canada Olympic Park (the "Dryslope"), as well as all forms of skiing, all forms of snowboarding, use of non-traditional alpine equipment, use of any rails, boxes, jumps and other features and terrain parks for any reason;
• use of any air bags and/or trampolines located at Canada Olympic Park (the "Air Bags" or the "Trampolines", as applicable) for any reason;
• use of any other WinSport indoor or outdoor training facilities for any reason, including WinSport's gymnasiums, training centers, indoor running tracks and any fields and other outdoor areas at Canada Olympic Park, use of fitness equipment, participation in field games, soccer, ultimate frisbee, basketball, slackline, conditioning, running and any other exercise or fitness training activities.

The Freestyle Training Activities shall also include all lessons, camps or programs, training activities, events or services related thereto and provided, arranged, organized, sponsored, hosted, or authorized by the Releasees, as well as use of the Facilities (as defined below) and any such other activities, events and services in any way connected with or related to the Releasees and travel to and from, and the presence at, any area where the foregoing activities take place.

ASSUMPTION OF RISKS

I understand that a CSA approved helmet designed for skiing/snow sports 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 that the Freestyle Training Activities involve many risks, dangers and hazards that could result in injury, death, property damage or loss, including loss to other third parties. The risks, dangers and hazards include, but are not limited to personal injury including sprains and strains, broken bones, cuts and bruises, soft tissues injuries, neck, head and brain injury, concussions, paralysis, psychological injury, death or other injury to the body from various causes including, without limitation: falling in the Dryslope area or on or off of any rails, boxes, jumps and other features; falling on or off of, or

improper impact with, improper landing or failure to land on, the Air Bags or Trampolines or other equipment or natural or man-made objects; flipping; double bouncing (more than one person per Air Bag or Trampoline which can create a rebound effect); colliding with or being landed on by other persons or obstacles or barriers or equipment; improper use, or mechanical or structural failure of the Dryslope, Air Bags or Trampolines or other equipment; improper training techniques or progression; loss of balance or control or difficulty or inability to control one’s speed and direction; other slips, trips, and falls; abrasive surfaces, loose gravel, rocks, mud, ice, steep or slippery sections; encounters with domestic or wild animals. The risks dangers and hazards also include: injury or death due to one’s own negligence or failure to act safely within one’s own ability or follow instructions, or negligence on the part of any instructor, trainer, or other persons; injury or death due to a medical condition, whether known or unknown, disorientation or overexertion; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS AND THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT FROM, OR WARN OF, THE RISKS, DANGERS, AND HAZARDS OF THE FREESTYLE TRAINING ACTIVITIES OR THE FACILITIES.** I am also aware that these risks, dangers, and hazards exist throughout the Facilities and surrounding areas and that many hazards are unmarked.

I AM AWARE OF, FREELY ACCEPT AND FULLY ASSUME ALL OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND MY PRESENCE AT THE FACILITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM. MY PARTICIPATION IN THESE ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THESE RISKS DANGERS AND HAZARDS.

I AGREE (Initials) **5**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releases allowing participation in the Freestyle Training Activities and permitting use of the Dryslope, the Trampolines and/or Airbags, lifts, training centers, indoor running tracks and any fields and other outdoor areas at Canada Olympic Park, restaurants, day lodge, parking, access roads, equipment and other facilities where the Freestyle Training Activities are provided, 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 Freestyle Training 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, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS AND THE 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 FREESTYLE TRAINING ACTIVITIES OR USING THE FACILITIES;**

I AGREE (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 Freestyle Training 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 Freestyle Training Activities or the Facilities other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. 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

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

Witness: _____
(Signature) (Print Name)

Phone Number: _____