

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 all Wilderness Explorers
& Summer Sampler Programs until June 30, 2026**

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

4

DEFINITION

In this Release Agreement, the term “Activities” shall include all activities, events and services provided, arranged, organized, conducted, sponsored, hosted, or authorized by the Releasees relating to its Wilderness Explorers & Summer Sampler Programs and Camps, including without limitation: field and gym games including gaga ball, and nine-square in the air; hiking on and off site; playing with and discovering mud, water, and natural materials; loose parts play in makers spaces; camouflage games; as well as certain specific activities including:

- For Wilderness Explorers Programs: Friday finale activities such as tag and relay race games; discovering tools such as hammers, hand drills, and potato peelers; crafts with natural and man-made materials; play on uneven and/or dynamic surfaces including natural playgrounds;
- For Summer Sampler Programs: activities such as soccer, mission impossible, relay races, kickball, pickleball, dodgeball, and omnikin ball; 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 participation in the Activities involves many risks, dangers and hazards including, but not limited to: hiking on and off-site; 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 and abrasions from equipment; improper use or failure of equipment; falling off equipment or from heights; failure to properly adjust or fasten equipment; inadequate equipment; power, mechanical or structural failure of facilities, terrain, or equipment; in adequate 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; fire; hot cooking equipment; changes or variations in terrain, such as holes, depressions, loose gravel, rocks, mud, creeks, bumps, berms, steep or slippery sections, cracks, ruts, etc.; negligence of other persons; drowning (when near, on, or in water); 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 INCOMPLETE 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 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 MY PRESENCE AT THE FACILITIES, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, 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 Releasees allowing participation in the Activities and permitting the 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 Wilderness Explorers & Summer Sampler 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, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE 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 THE 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 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 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____

_____ **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)

Phone Number: _____