

I confirm: (i) I am the person listed as the User 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 User 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!**

I hereby agree that this Release Agreement shall apply to all Equipment rentals during WinSport's 2024-2025 Ski and Snowboard Season

Initials

2

HELMETS ARE STRONGLY RECOMMENDED

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 Equipment User ("User")		Last	First
Address	Street	City	Prov/State
	Postal Code	Telephone	Email

3

RENTAL AGREEMENT

1. I accept full responsibility for the care of any rental equipment (the "Equipment") rented during WinSport's 2024-2025 Ski and Snowboard Season and I agree to pay WinSport for any damage to the Equipment, unless covered by WinSport's Equipment Damage Protection Plan purchased by me, and I agree to pay WinSport for the full retail value of the Equipment if not returned by the end of each rental period or damaged beyond repair. I understand that I will be required to provide my credit card number as security for the Equipment and I hereby authorize WinSport to charge my credit card for any damage or loss.
2. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.
3. [DOWNHILL SKI EQUIPMENT ONLY] I will provide the Equipment User's accurate height, weight, age, or skier type where required. (This information is required in order to properly adjust the ski boot/binding settings.) I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings provided by WinSport. I acknowledge that WinSport will be relying on the information provided by me to provide the Equipment for the duration of WinSport's 2024-2025 Ski and Snowboard Season. I agree that if any of the Equipment User's height, weight, age, or skier type changes during WinSport's 2024-2025 Ski and Snowboard Season, I will immediately inform WinSport prior to receiving the Equipment.
4. I also agree to return the Equipment in a clean, undamaged condition to avoid any additional charges.
5. I acknowledge that this Release Agreement shall apply to all Equipment rentals during WinSport's 2024-2025 Ski and Snowboard Season.

ASSUMPTION OF RISKS

I am aware that skiing and snowboarding involve risks, dangers and hazards and that injuries are a common and ordinary occurrence in these sports.

ALPINE SKIING I understand that the ski boot/binding system may not release during every fall or may release unexpectedly. The ski boot/binding system is no guarantee that the Equipment User will not be injured.

SNOWBOARDING I understand that the boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

HELMETS I understand that a helmet designed for recreational 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 OF AND FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SKIING AND SNOWBOARDING AND WITH THE USE OF THE EQUIPMENT.

Initials

4

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 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 and hazards of skiing or snowboarding;
- 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 Skiing, my use of or presence on/at the Facilities, or travel beyond the ski area boundaries;
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 my and Releasees' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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 USER
(or parent/legal guardian if under 18)

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

5

6

Witness: _____
(Signature) (Print Name)

Address: _____

Phone Number: _____