

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initials

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TO: CALGARY OLYMPIC DEVELOPMENT ASSOCIATION and its directors, officers, employees, instructors, agents, representatives, independent contractors, subcontractors, volunteers, sponsors, successors and assigns (**all of whom are hereinafter referred to as the "Releasees"**).

Name of Participant ("Participant") or Legal Guardian (if under 18)		Last	First	Initials
Address	Street			
	City	Prov./State	Postal/Zip Code	

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DEFINITION

In this Release Agreement, the term "Skiing" shall include all forms of skiing, snowblading, all forms of snowboarding, telemark skiing and cross-country-skiing, and all programs, lessons, training, activities, events, leagues, races or services related thereto and provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, without limitation, skiing camps, competitions, demonstrations, terrain parks, travel to and from skiing areas, orientational and instructional courses, seminars and sessions, and other such activities, events and services in any way connected with or related to Releasees.

RENTAL AGREEMENT

- I accept full responsibility for the care of all equipment I have rented from the Releasees (the "Equipment") and I agree to pay for any damage to the Equipment and replace, at full retail value, any of the Equipment not returned by the agreed date or returned in a damaged condition.
- I also agree to return the Equipment in a clean, undamaged condition to avoid any additional charges.

ASSUMPTION OF RISKS

I understand that use of a helmet designed for recreational snow sports will help reduce the risk of some types of injuries to the user at slower speeds. I recognise that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I am aware that skiing involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road banks or cut backs; collision with lift towers, fences, snowmaking equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; use of halfpipes, terrain parks, rails, boxes, jumps and other features; collision with other skiers or snowboarders, or other persons; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; loss of balance or control; and **NEGLIGENCE ON THE PART OF THE SKI AREA OPERATOR. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE SKI OPERATOR TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SKIING, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application to rent their Equipment, accepting my application for a pass, season pass, program and/or lesson, allowing my participation in Skiing, and permitting my use of the lifts, runs, trails, terrain parks, race courses and other facilities, which facilities shall include all resorts and ski hills where skiing lessons or programs are provided by the Releasees, whether owned by the Releasees or not (all of which are hereinafter referred to as the "Facilities"), I hereby agree as follows:

- 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 Skiing, my use of their Equipment, or my use of or presence on/at the Facilities or travel beyond the ski area boundaries, **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 ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION, 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;**
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party resulting from my participation in Skiing, my use of their Equipment, or my presence on/at the Facilities or travel beyond the ski area boundaries;
- 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;
- 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 the Province of Alberta and no other jurisdiction;
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta;
- 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 my participation in Skiing other than what is set forth in this Agreement; and
- Any pass, season pass or express card issued to me is the property of **CALGARY OLYMPIC DEVELOPMENT ASSOCIATION**, is not transferable, may not be resold, and is revocable in the event of my misconduct or breach of the Alpine Responsibility Code.

THE PARTICIPANT OR HIS/HER LEGAL GUARDIAN HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND ARE AWARE THAT, BY SIGNING THIS 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.

Signed this _____ day of _____, 20_____.

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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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Printed Minor Child's Name	Date of Birth	Signature of parent/legal guardian
_____	_____	_____
_____	_____	_____
_____	_____	_____
(Each of the above named is a "Participant")		

Witness: _____
(Signature) (Print Name)

Address: _____

Phone Number: _____



Ski & Snowboard Equipment Rental & Release of Liability

TO: CALGARY OLYMPIC DEVELOPMENT ASSOCIATION, operating as WinSport, and its directors, officers, employees, instructors, agents, representatives, independent contractors, subcontractors, volunteers, sponsors, successors and assigns (all of whom are hereinafter referred as the "Releasees").

Binding Settings

I have made no misrepresentation in regard to my height, weight, age or skier (or snowboarder) type. I understand 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 to be recorded on this form.

Equipment Rental Damage Waiver

Renters assume full responsibility for the skis, snowboards and any other equipment (collectively, the "Equipment") and agree to compensate the Releasees for damage caused to the Equipment, excluding normal wear and tear during the rental period and for such time thereafter until the Equipment is returned to the Releasees. I, the renter, understand and agree that I am responsible for any costs associated with unpaid rental fees, damage to and/or theft of the Equipment. In any such event, I authorize the Releasees to charge my credit card in an amount not to exceed the retail value of the Equipment.

Renters may purchase a "Damage Waiver," which covers one hundred percent (100%) of damage. Renters must opt for the Damage Waiver prior to receiving the Equipment.

I elect to choose a Damage Waiver (circle one): 1. Yes / No 2. Yes / No 3. Yes / No 4. Yes / No

Snow School Programs

(For renters enrolled in any of WinSport's multi-day Snow School programs)

I acknowledge and understand that WinSport will rely on the information in this form to provide rental equipment to the participant during the duration of the program. I agree that if any of this information changes during the program, I will notify WinSport in writing. (initial)

I HEREBY AGREE THAT THE TERMS AND CONDITIONS OF THE ATTACHED SKI & SNOWBOARD (& RENTAL) WAIVER AND RELEASE OF LIABILITY DOCUMENT APPLY TO EACH AND EVERY RENTAL OF SKI AND SNOWBOARD EQUIPMENT FOR USE BY THE PARTICIPANT DURING THE PROGRAM. (initial)

Date: _____

Print Name: _____

Witness Name: _____

Signature: _____

Witness Signature: _____

Telephone: _____

PERSON USING EQUIPMENT	For WinSport Use Only			
	SKIS / SNOWBOARD	BOOTS	HELMET / POLES	SKI / SNOWBOARD NUMBER
1. Name of renter (please print) Height _____ Weight _____ Age _____ Skier Type _____			HELMET	
			POLES	
2. Name of renter (please print) Height _____ Weight _____ Age _____ Skier Type _____			HELMET	
			POLES	
3. Name of renter (please print) Height _____ Weight _____ Age _____ Skier Type _____			HELMET	
			POLES	
4. Name of renter (please print) Height _____ Weight _____ Age _____ Skier Type _____			HELMET	
			POLES	
CERTIFIED TECHNICIAN SIGNATURE:				

I HAVE READ THE RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT ON THE BACK OF THIS FORM AND I VOLUNTARILY AGREE TO THE TERMS OF THAT AGREEMENT

<div style="border: 1px solid black; padding: 2px; display: inline-block;">1</div> <table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="width: 50%;">Initial</td> <td style="width: 50%;">Initial</td> </tr> <tr> <td>RENTER</td> <td>USER</td> </tr> </table>	Initial	Initial	RENTER	USER	<div style="border: 1px solid black; padding: 2px; display: inline-block;">2</div> <table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="width: 50%;">Initial</td> <td style="width: 50%;">Initial</td> </tr> <tr> <td>RENTER</td> <td>USER</td> </tr> </table>	Initial	Initial	RENTER	USER	<div style="border: 1px solid black; padding: 2px; display: inline-block;">3</div> <table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="width: 50%;">Initial</td> <td style="width: 50%;">Initial</td> </tr> <tr> <td>RENTER</td> <td>USER</td> </tr> </table>	Initial	Initial	RENTER	USER	<div style="border: 1px solid black; padding: 2px; display: inline-block;">4</div> <table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="width: 50%;">Initial</td> <td style="width: 50%;">Initial</td> </tr> <tr> <td>RENTER</td> <td>USER</td> </tr> </table>	Initial	Initial	RENTER	USER
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