"ALL SPORT ONE DAY" & "ALL SPORT ONE CITY" WAIVER

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

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DEFINITION
In this Release Agreement, the term "**Activities**" includes any activity, event or program associated with or offered as part of the Releasees' "All Sport One Day" and/or "All Sport One City" events including, but not limited to, the following activities, either collectively or individually, and activities associated with or relating thereto: archery; biathlon; bobsleigh; COR.Fit@WinSport; fitness testing; hockey; judo; luge; mini golf; roller luge; skateboarding or scootering; skating; skeleton; ski jumping; skiing; sledge hockey; snowboarding; trampoline; travel to and from all activity areas and orientations; use of the Releasees' lifts, runs, trails, courses, training centres, and other property, facilities, and areas where the Activities are held (collectively, the "**Facilities**"); and other such activities, events or services in any way connected with or related to the Releasees.

ASSUMPTION OF RISKS
I understand that use of helmets designed for the above Activities will help reduce the risk of some types of head injuries to the user. I recognise that serious injury or death can result from both low and high energy impacts, even when an appropriate helmet is worn. I am aware that the Activities involve many risks, dangers and hazards including but not limited to risk of personal injury, death, property damage or loss resulting from: injury to musculoskeletal and/or cardio respiratory systems; cuts, scrapes and bruises; slips, trips or falls; unwanted contact with projectile objects including but not limited to airsoft pellets, arrows, golf balls and hockey pucks; unwanted contact or collision with other persons, vehicles, obstacles, equipment, unsecured nets or net pegs, ice resurfacer or arena glass; improper use or failure of equipment; boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice and other natural objects; the failure to act safely or within one's own ability or to stay within designated areas; medical conditions whether known or unknown by me; negligence of other persons; loss of balance or control; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLEGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES**. I am also aware that the risks, dangers and hazards referred to above exist throughout the Facilities and many are unmarked. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES, 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 allowing my participation in the Activities and permitting my use of 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 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 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;
2. 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 the Activities, or my 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 the Province of Alberta and no other jurisdiction;
5. 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; and
6. 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 the Activities other than what is set forth in this Agreement.

THE PARTICIPANT (OR HIS/HER LEGAL GUARDIAN) ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTAND THIS RELEASE AGREEMENT. THE PARTICIPANT (OR HIS/HER LEGAL GUARDIAN) FURTHER ACKNOWLEDGES AND UNDERSTANDS 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 _____(month), 20_____(year).

_____ _____ 3
PRINTED NAME OF PARTICIPANT (OR LEGAL GUARDIAN) SIGNATURE OF PARTICIPANT (OR LEGAL GUARDIAN)

Printed Minor Child's Name	**Date of Birth**	**Signature of parent/legal guardian**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Each of the above named is a "**Participant**")

Witness (must be over age of 18): _____ _____
(Signature) (Print Name)

Address: _____

Phone Number: _____

Last Updated: September 2018