

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

Initials

**2**

I hereby agree that this Release Agreement shall apply, for each Rider, to all Mountain Biking, including without limitation, all day ticket use, season pass use, and all programs, camps, and lessons, during 2024.

Initials

**3**

I have been offered a copy of this Release Agreement and I have been advised to  
read it carefully

Initials

**4**

Name of Rider ("Rider")		Last	First	
Address	Street	City		Prov/State
	Postal Code	Telephone	Email	

**5**

**NOTICE TO RIDERS, PARENTS AND GUARDIANS**

If you are new to WinSport's mountain biking programs and/or facilities or if you are signing or consenting to this Release Agreement as the parent or legal guardian of a Rider under the age of 18, please take the time to review this document carefully and familiarize yourself and any minor Rider with the mountain biking activities and rules/responsibilities at WinSport's facilities. Injuries are a common and expected part of mountain biking. WinSport offers all levels of mountain biking lessons and programs from beginner to expert and all levels of mountain biking terrain from beginner to expert. More challenging terrain should not be attempted until the Rider has the appropriate skill, experience, and equipment. Please speak to Guest Services for more information regarding mountain biking at WinSport.

# **STOP – READ THIS!!!**

## **WINSPOK BIKE PARK**

**Important information about WinSport’s Bike Park, which includes all trails, features, and the Skills Centre (the “WinSport Bike Park”)**

- Read and be familiar with the Bike Park Responsibility Code.
- Use of the WinSport Bike Park involves the risk of injury. The Rider controls the degree of risk they will encounter in using the trails and features in the WinSport Bike Park.
- The Rider should not attempt any of the trails or features unless the Rider has sufficient ability and skill to do so safely. The Rider must always ride in control and within the Rider’s ability level.
- Helmets are mandatory in the Bike Park and protective padding is strongly recommended.
- Lift access trail networks at the WinSport Bike Park are not recommended for first-time cyclists.
- The Bike Park trails are intended for downhill riding only unless specified as an up-track or two-way trail.
- Be aware of changing conditions on trails and features. It is the Rider’s responsibility to inspect trails and features before using them.
- Stay off access roads. The WinSport Bike Park crosses roads at multiple places. Always stop and look at all road crossings. Yield to oncoming traffic.

**As with many adventure sports, riding in the WinSport Bike Park involves the risk of injury, including serious injury, head injury, paralysis, or death. The risk of injury increases with the degree of difficulty of the trail and features and the speed of descent. Although the risk of injury can never be eliminated, the Rider can manage the risk through controlling speed and choosing terrain appropriate for the rider’s skill and experience. Lessons or programs offered through the WinSport Bike Park will also assist the Rider in managing the risk of injury.**

## **BIKE PARK RESPONSIBILITY CODE**

### **BE AWARE**

### **RIDE WITH CARE**

Mountain Biking involves the risk of serious injury or death. Knowledge and caution can reduce the risk. For your safety and the safety of others, please adhere to the code.

1. **RIDE IN CONTROL AND WITHIN YOUR ABILITY LEVEL.** You must be able to stop and avoid other people or objects. Understand bike park signage and trail ratings and progression. Start slow and small. Ride trails and features matching your ability.
2. **PROTECT YOURSELF.** Helmets are mandatory in the WinSport Bike Park and strongly recommended on all other trails. Other protective equipment is strongly recommended.
3. **DO NOT RIDE** if your ability or judgment is impaired by drugs, alcohol, or fatigue.
4. **INSPECT AND MAINTAIN YOUR BIKE** or have it checked by a qualified bike mechanic before you ride.
5. **BE LIFT SMART.** Make sure you have the physical dexterity, ability, and knowledge to safely load, ride, and unload lifts when riding at lift access resorts. Ask for assistance with chairlifts, surface lifts or trail ratings if unsure.
6. **INSPECT TRAILS AND FEATURES.** Conditions change constantly on trails and features. Inspect features before use and throughout the day.
7. **OBEY SIGNS AND WARNINGS.** Stay on marked trails. Do not cut switchbacks and keep off closed areas.
8. **LOOK OUT FOR OTHERS.** Avoid riders ahead of you. They have the right of way. Yield to other riders when entering a trail.
9. **BE VISIBLE.** Do not stop where you obstruct a trail or are not visible from above.
10. **COOPERATE.** If you are involved in or witness a collision or accident, you must identify yourself to the Bike Patrol, staff member, or local authority.

**Know and Follow the Code – Be Safety Conscious. It is your Responsibility!**

**MAKE YOURSELF AWARE OF THE AREA’S SPECIFIC REGULATIONS**

**Park Privileges may be Revoked for Breach of this Code**

### **MOUNTAIN BIKE CHECKLIST**

**Use of the WinSport Bike Park is rough and demanding on both the bike and body.**

**Before riding always inspect your equipment or have it checked by a qualified bike mechanic.**

1. **Ensure your helmet fits your head, is in good shape and properly adjusted.**
2. **Inspect bike frame and components for cracks, damaged or dented areas.**
3. **Ensure your brakes are working and have sufficient brake pads to stop your bike while descending.**
4. **Front and rear axles should be tight.**
5. **Ensure headset and stem are secure with no looseness or play.**
6. **Check that your tires are in good condition, with no tears or cuts in the sidewall. Ensure you have the appropriate tire pressure for riding conditions.**
7. **Handlebar and handle grips must be tight and unable to spin.**
8. **Seat and seat post need to be fastened securely.**
9. **Check suspension is adjusted for specific terrain.**

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**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, and all organizers, officials, workers, participants, sponsors, promoters and advertisers involved with Mountain Biking at WinSport (**hereinafter collectively referred to as the "Releasees"**).

### DEFINITIONS

In this Release Agreement, the term "**Mountain Biking**" shall include all activities, events, services or use of facilities provided, arranged, organized, conducted, hosted, or authorized by the Releasees including but not limited to: cycling; bike descents; downhill, enduro, cross-country, and four-cross biking; dirt jumping; BMX biking; all mountain riding; bicycle programs; bicycle camps; lessons; use of the WinSport Bike Park which includes all trails, features, and the Skills Centre (the "**WinSport Bike Park**"); bicycle skills training; use of trails and roads; guided mountain biking activities; training; clinics; races; competitions; demonstrations and events; orientation and instructional courses and sessions; big air contests; dual slalom, downhill, and biker cross events; BMX courses and races; use of e-bikes or any other type of wheeled self-propelled conveyance; and other such activities, events or services, or use of the Facilities (defined below) in any way connected with or related to the Releasees.

### SAFETY

The Rider has been advised to wear an approved helmet and other protective equipment such as elbow/forearm and knee/shin armour when Mountain Biking. Use of a helmet is mandatory in the WinSport Bike Park. A helmet designed for recreational bicycle use may help reduce the risk of some types of injuries to the Rider at slower speeds. Serious injury or death can result from both low and high energy impacts, even when a helmet is worn. Please refer to the Stop – Read This sign, Mountain Bikers Responsibility Code and Mountain Bike Checklist for further safety information.

### ASSUMPTION OF RISKS

Injuries are a common and expected part of Mountain Biking. Mountain Biking at WinSport's facilities takes place on steep and rugged terrain and features that are both physically and technically challenging and will expose the Rider to many risks, dangers, and hazards. These include but are not limited to: use of chairlifts; changing weather conditions; mechanical failure of bikes and other equipment; improperly adjusted or maintained bikes and other equipment; falls; loss of balance; high-speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in terrain, trails or features, including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, mud, off-camber turns, streams and creeks; constructed features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; impact or collision with natural and constructed objects, lift towers, other mountain bikers, vehicles, pedestrians, spectators, and officials; encounters with domestic and wild animals; negligence of other riders or users of the premises; travel on highways and roads; becoming lost or separated from the guides or instructors or other mountain bikers or racers; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; accidents during mountain bike lessons, programs, or camps; and **NEGLIGENCE 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 THE RIDER FROM OR WARN THE RIDER OF THE RISKS, DANGERS, AND HAZARDS OF MOUNTAIN BIKING.** I am also aware that the risks, dangers, and hazards of Mountain Biking exist throughout and beyond the Facilities and that many hazards are unmarked.

**I AM AWARE OF, FREELY ACCEPT AND FULLY ASSUME ALL OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING OR USING THE FACILITIES, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.**

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## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting the Rider's application for a pass, season pass, program, and/or lesson, allowing the Rider's participation in Mountain Biking, and permitting the Rider's use of the lifts, the WinSport Bike Park, trails, hill, restaurants, day lodge, parking, access roads and other facilities, which facilities shall include all resorts and hills where Mountain Biking is 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 the Rider's participation in Mountain Biking or the Rider's 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 FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE RIDER FROM OR WARN THE RIDER OF THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING OR USING THE FACILITIES;**

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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 the Rider's participation in Mountain Biking or the Rider's 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 Rider 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 Mountain Biking, other than what is set forth in this Release Agreement.

Any pass or season pass issued to me is the property of **CALGARY OLYMPIC DEVELOPMENT ASSOCIATION, operating as WinSport**, is not transferable, may not be resold, and is revocable in the event of my misconduct or breach of WinSport's posted rules.

**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 RIDER  
(or parent/legal guardian if under 18)

\_\_\_\_\_  
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\_\_\_\_\_  
SIGNATURE OF RIDER  
(or parent/legal guardian if under 18)

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Witness: \_\_\_\_\_  
(Signature) (Print Name)

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_