



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 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 to all Archery & Wilderness Knots & Knives Programs and Activities, until June 30, 2025

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 Archery & Wilderness Knots and Knives Programs, including without limitation: field and gym games such as gaga ball, and nine-square in the air; on and off-site hikes; tool usage such as whittling or carving wood using a knife; as well as certain specific activities including:

- a. for Archery Programs, activities such as: learning and practicing proper bow and arrow handling and usage, shooting arrows using traditional recurve bows, using bows and arrows to shoot targets, balloons, and other objects; and camouflage games;
b. for Wilderness Knots & Knives Programs, activities such as: tool usage including stoves for boiling water, hammers, hand drills and bow saws; other outdoor activities such as shelter building, searching for and gathering edible natural foods, plant identification; knot tying for both practical and craft usages; wilderness survival skills and wilderness-based crafts such as knot tying, and dying materials using natural dyes; 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 the Participant's participation in the Archery & Wilderness Knots & Knives Programs and 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; being struck or pierced by equipment such as knives, arrows and other archery equipment; cuts, burns or abrasions from equipment such as knives, ropes, camping stoves, and fires; improper use or failure of equipment; falling off or being ejected from equipment or from heights; failure to properly adjust or fasten equipment; inadequate equipment; power, mechanical or structural failure of facilities, terrain, or equipment; inadequate 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; changes or variations in terrain, such as holes, depressions, loose gravel, rocks, mud, creeks, bumps, berms, steep or slippery sections, crack, 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 THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM OR WARN THE PARTICIPANT OF THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES.** I am also aware that the risks, dangers, and hazards of the Activities 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 ARCHERY & WILDERNESS KNOTS & KNIVES PROGRAMS AND ACTIVITIES, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.**

Initials

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

In consideration of the Releasees allowing the Participant to participate in the Archery or Wilderness Knots & Knives Programs and Activities and permitting the Participant’s 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 Archery, Knots & Knives 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 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 ARCHERY, KNOTS & KNIVES PROGRAMS AND ACTIVITIES OR USING THE FACILITIES;**

Initials

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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 my participation in the Archery & Wilderness Knots & Knives Programs and 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 Archery & Wilderness Knots & Knives Programs and Activities other than what is set forth in this Release Agreement.

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

\_\_\_\_\_  
←

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

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

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

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