

# WINSPORT TRAINING CENTRES



WINSPORT™

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
**(hereinafter referred to as the "Release Agreement")**  
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE**  
**RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**  
**PLEASE READ CAREFULLY!**

Initials

<b>Name</b>	Last	First	Initial
<b>Address</b>	Street		
	City	Province	Postal Code

TO: Calgary Olympic Development Association ("WinSport") and its directors, officers, employees, instructors, agents, representatives, independent contractors, subcontractors, volunteers, successors and assigns (all of whom are hereinafter referred to as the "Releasees").

In this Release Agreement, the term "WinSport Training Centre" shall include the WinSport Performance Training Centre, the PowerWatts Cycling Centre, the indoor running tracks located at Canada Olympic Park, the outside training area around the WinSport Performance Training Centre, the Bob Niven Training Centre, and the Bill Warren Training Centre, along with all activities relating to the training centres such as conditioning, running, training, weight lifting, cycling, testing, consultations and all other services, either connected with, or related to, WinSport Training Centres.

### ASSUMPTION OF RISKS

I am aware that the use of WinSport Training Centres involves many risks, dangers and hazards including, but not limited to: injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death; injury or death due to negligence on the part of myself, my trainer, or other people around me; injury or death due to improper use or failure of equipment; injury or death as a result of improper training techniques; injury or death due to a medical condition, whether known or unknown by me; injury or death due to a failure to act safely within my own ability; 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 ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I am also aware that the risks, dangers and hazards referred to above exist throughout the WinSport Training Centres and surrounding areas and that many hazards are unmarked. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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

In consideration of the Releasees accepting my application for use of the WinSport Training Centres and permitting my use of the gym facilities, cycling facilities, running tracks, restaurants, day lodges, parking, access roads and other facilities (hereinafter "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, resulting from either my use of or my presence at the Facilities or the WinSport Training Centres, 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 use of or presence at the Facilities or the WinSport Training Centres;
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 the safety of use of the WinSport Training Centres other than what is set forth in this Agreement.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINTED NAME OF PARTICIPANT/Parent Name

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

Witness (must be over age of 18): \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Print Name)

Address & Phone number