

**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 **"Zipline Activities"** shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorised by the Releasees and shall include, without limitation: use of ziplines; transportation to, from, and up the 90 m ski jump tower or launch area; orientation and instructional courses and sessions; and other such activities, events and services in any way connected with or related to the Zipline Activities or presence at any areas where ziplines are located.

ACKNOWLEDGMENT – SAFETY

Riders must meet the following criteria for use. **I acknowledge and understand that I may not engage in Zipline Activities if I am/have:** weight over 250 lbs (113 kg); weight under 70 lbs (32 kg); pregnant; any type of heart condition or heart-related issues, such as high blood pressure or heart disease; any type of back, neck, spine, foot, ankle, or leg condition; a weak physical constitution or poor physical conditioning; under the influence of drugs and/or alcohol; any other physical, mental, or emotional condition that could be aggravated; or other conditions or extenuating circumstances as determined by the operator. I further acknowledge that: I have been advised that a harness and helmet are mandatory to participate in the Zipline Activities; and I may only step straight off the launch platform and may not run, jump, leap, dive or flip off of the launch platform.

ASSUMPTION OF RISKS

I am aware that participating in the Zipline Activities will expose me to many risks, dangers and hazards including, without limitation: changing weather conditions which may cause the walkways, landings, and equipment to be slippery; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; negligent design, manufacture, selection, installation, maintenance or adjustment of equipment; falls from extreme heights; over-exertion; fear of heights; failure to remain within designated areas; impact or collision with other participants or guides; difficulty or inability to control my speed and direction while on the ziplines; negligence of other participants or guides; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN ZIPLINE ACTIVITIES. 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 agreeing to my participation in Zipline Activities and permitting my use of their equipment, parking and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 Zipline Activities, **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 the Zipline Activities;
- 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; and
- 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 Zipline Activities other than what is set forth in this Agreement.

WEIGHT RESTRICTION: Participation in this activity is restricted to persons weighing between 70 and 250 lbs (32 and 113 kg). Please indicate your weight: lbs lbs kg

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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	Weight (lbs/kg)	Signature of parent/legal guardian
_____	_____	_____ <input type="checkbox"/> lbs <input type="checkbox"/> kg	_____
_____	_____	_____ <input type="checkbox"/> lbs <input type="checkbox"/> kg	_____
_____	_____	_____ <input type="checkbox"/> lbs <input type="checkbox"/> kg	_____
_____	_____	_____ <input type="checkbox"/> lbs <input type="checkbox"/> kg	_____

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

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

Address: _____

Phone Number: _____

