

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND JURISDICTION

THESE TERMS AND CONDITIONS AFFECT YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

By participating in the recreational activities, programs or lessons ("**Activities**") offered at the Olympic Oval in Calgary, Alberta ("**Olympic Oval**"), including without limitation speed skating, ice skating, hockey, ringette, running and fitness training, **the ticket holder or participant ("Participant") voluntarily and freely assumes all risk and associated liability** for any loss, damage, expense, contraction of any Communicable Disease or injury including death ("**Harm**") that the Participant or any third party, including next of kin, that Participant is legally responsible for (e.g. minors, legal guardianship) may suffer as a result of their participation in any Activities at Olympic Oval or as a result of the Participant's use of or presence at Olympic Oval. Without limiting the generality of the foregoing, such Harm and the scope of such risk and liability includes the risks, dangers, and hazards: of collision with natural or man-made objects or with other persons; of the use or operation of any device or thing in connection with participation in Activities at Olympic Oval; and of any **PROPERTY LOSS, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF STATUTORY DUTY OF CARE INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, R.S.A. 2000 c. 0-4**, on the part of the Governors of the University of Calgary, their affiliates and their respective governors, directors, officers, agents, employees, students and representatives (collectively, the "**Operator**").

Without limiting the generality of the foregoing, the Participant agrees that:

- the Operator shall not be liable for any Harm including personal injury, death or property loss to or incurred by themselves or, in the case of any third-party, as a result of participation in or attendance at any Activities at Olympic Oval, including the failure by the Operator to safeguard or protect the Participant or any third-party from the risks, dangers, and hazards of participating in or attending at the Activities at Olympic Oval;
- the Participant fully releases the Operator and waives all claims with respect to any liability, loss, or damages for any Harm;
- the Participant understands that the Operator does not assume responsibility or liability whatsoever for the Participant's safety while the Participant is participating in or attending at any Activities at Olympic Oval;
- the Participant shall abide by all publicly communicated rules, recommendations, and guidelines posted or otherwise located at Olympic Oval;
- any dispute involving the Operator shall be brought solely within the Province of Alberta in the Judicial Centre of Calgary, and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta; and
- these conditions and any rights, duties and obligations as between the Operator and the Participant shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction.

THE OPERATOR'S LIABILITY IS COMPLETELY EXCLUDED BY THESE CONDITIONS. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY IN ALL ACTIVITIES.