

# Terms & Conditions:

## West Track Service Road Access Passes



### 1. Definitions

- 1.1 "Authorized User" means the Customer, all individuals with a valid driver's license living at the same address as the Customer, and any person driving children who live at the same address as the Customer. However, the Authorized User does not include any individual who has been banned from Canada Olympic Park by WinSport.
- 1.2 "Canada Olympic Park" or "COP" means the area in Calgary, Alberta, owned and operated by WinSport and known as Canada Olympic Park.
- 1.3 "COP Access Agreement" means a contract with WinSport, or a third party authorized by WinSport, for access to or use of facilities at COP.
- 1.4 "Customer" means the individual who purchased or otherwise validly obtained a Road Access Pass from WinSport.
- 1.5 "Gate Operating Day" means a day that the Radio Frequency Identification Device (RFID) gate system is operational.
- 1.6 "Guest Services" means WinSport Guest Services, located on the main floor of the Frank King Day Lodge and the main floor of the Markin MacPhail Centre (next to the Garden Café and WinSport Medicine Clinic) or any other location designated by WinSport from time to time.
- 1.7 "RFID Gate System" means the WinSport owned Radio Frequency Identification Device (RFID) gate access system located on WinSport's private road at COP.
- 1.8 "Road Access Pass" means an RFID pass that opens the RFID gate system, and includes, without limitation, the following categories of passes:
  - (a) "Flex Passes", which includes the one-day, ten-day and thirty-day passes;
  - (b) "Season Access Pass", which includes passes valid for either a single Summer Season or Winter Season;
  - (c) "Year-Round Access Pass", which includes passes valid for a 365-day period; and
  - (d) "Other Passes", which includes passes with unique terms as determined by WinSport from time to time.
- 1.9 "Summer Season" means the period between June 15 and September 30 of a particular year, which season may be lengthened by WinSport at its discretion in any given year by posting revised dates on the Website. The lengthening of a Summer Season in a particular year does not extend the Summer Season for any subsequent year.
- 1.10 "Website" means WinSport's website at <http://www.winsport.ca> or any replacement thereof.
- 1.11 "West Track Service Road" refers to Canada Olympic Road SW, WinSport's private road commencing approximately at the mini-golf facility and leading south, connecting COP to Paskapoo Drive SW (and the Paskapoo and Cougar Ridge communities).
- 1.12 "West Track Service Road Operating Hours" means the period of a day that the West Track Service Road is open to vehicle traffic during a Gate Operating Day.
- 1.13 "WinSport" means the Calgary Olympic Development Association.
- 1.14 "WinSport Program" means a program, activity or event operated by WinSport at COP.
- 1.15 "WinSport Parties" means WinSport and its directors, officers, employees, volunteers, contractors, representatives and agents.
- 1.16 "Winter Season" means the period between November 1 and April 30 of a particular year, which season may be lengthened by WinSport at its discretion in any given year by posting revised dates on the website. The lengthening of a Winter Season in a particular year does not extend the Winter Season for any subsequent year.

### 2. Road Pass Purchase

- 2.1 WinSport reserves the right to sell or distribute the various Road Access Passes based on eligibility criteria determined by WinSport at its sole discretion. Only an individual who is eligible, based on WinSport determined criteria, for a particular category of Road Access Pass will be permitted to purchase or otherwise acquire such a pass. An individual may determine eligibility for and/or purchase a Road Access Pass by visiting the Website. Questions should be directed to [info@winsport.ca](mailto:info@winsport.ca).
- 2.2 If not included with a WinSport Program or COP Access Agreement, a Road Access Pass must be paid for in full on the date of purchase.
- 2.3 The applicable costs and administration fees for purchasing or otherwise acquiring a Road Access Pass, and any applicable promotions, are set out on the Website in a rate schedule. Road Access Pass prices may be increased by WinSport, at its sole discretion, from time to time. All increases under this section will be set out in the rate schedule.
- 2.4 WinSport reserves the right to limit the number of Road Access Passes available for sale across all Road Access Pass categories. WinSport does not guarantee any individual the right to purchase or otherwise acquire a Road Access Pass. All purchases and renewals of Road Access Passes are subject to availability.
- 2.5 It is the Customer's responsibility to purchase a new Road Access Pass, if desired, after the current pass has expired or been fully used. There is no automatic right of renewal within any Road Access Pass category. Purchase of a new, and renewal of an existing, Road Access Pass is subject to availability and will be at the then current rates and terms and conditions.

### 3. Road Access Pass Use

- 3.1 A Road Access Pass may only be used by an Authorized User. Use by any other individual is strictly prohibited. Use of a Road Access Pass by any other individual, excluding use that resulted from theft or loss of the Road Access Pass, is a violation of these Terms and Conditions and WinSport has the right to cancel a Road Access Pass that is used in violation of these Terms and Conditions. Such cancellation will be without refund to the Customer. The Customer acknowledges that the Road Access Pass cannot be shared with anyone other than an Authorized User.
- 3.2 A Road Access Pass may not be resold or transferred to any other individual.
- 3.3 An Authorized User in possession of a valid Road Access Pass shall be entitled to obtain vehicular access, passing either north or south on the West Track Service Road, through the RFID Gate System, on a Gate Operating Day during West Track Service Road Operating Hours, subject to the specific pass' activation terms described below.
- 3.4 A Road Access Pass is valid for the term as defined in the rate schedule on the Website.
- 3.5 Activation of a Road Access Pass will vary based on the type of pass purchased, as follows:
  - (a) Flex Passes: Immediately available for use upon purchase. A Flex Pass can be used (scanned), to gain access through the RFID Gate System, an unlimited number of times, in both directions, on a given Gate Operating Day. One or more uses (scans) of the Flex Pass on a Gate Operating Day counts as utilization of one day within a one-day, ten-day or thirty-day Flex Pass. A Flex Pass expires 365 days after purchase and no refund is given for any unused days.
  - (b) Winter Season Access Pass: Activated for the duration of the Winter Season only.
  - (c) Summer Season Access Pass: Activated for the duration of the Summer Season only. For convenience, Road Access Pass seasonal activation dates are intended to cover a fixed period, which may extend a number of days beyond actual on-hill summer or winter operations (actual ski hill and mountain bike operational dates will vary and are posted on the Website).
  - (d) Year-Round Access Pass (WinSport Annual Family Members and Performance Training Centre ("PTC") Members): Activated for a period coterminous with the term of the Customer's Annual Family Pass or PTC Membership.
  - (e) Year-Round Access Pass (Tenants and Commuters): Activated for a 365-day period commencing the date of Road Access Pass purchase.
  - (f) Other Passes: Activation terms for Other Passes are reflected in separate terms and conditions for such passes.
- 3.6 An Authorized User must have a valid Road Access Pass in his/her possession in order to activate the RFID Gate System. In the event an Authorized User forgets his/her Road Access Pass and is attempting to access the RFID Gate System, WinSport will have no obligation to activate the RFID Gate System for such Authorized User and any such access will be at WinSport's sole discretion.

### 4. Operation of the RFID Gate System, Delays and Closures

- 4.1 WinSport will use reasonable efforts to maintain the RFID Gate System in working condition and to transition Customers through the RFID Gate System in an orderly and timely basis. However, WinSport provides no guarantees regarding the operation of the RFID Gate System or with respect to wait times in the event of high volumes or any malfunction of the RFID Gate System.
- 4.2 In the event the RFID Gate System is not functioning properly, WinSport will use reasonable efforts to provide support to facilitate the gate opening for Authorized Users.
- 4.3 The West Track Service Road is the property of WinSport. All Authorized Users use the West Track Service Road at their sole risk. Authorized Users are not entitled to require WinSport to conduct West Track Service Road maintenance, snow clearing or other such services, which remain under the sole discretion of WinSport.
- 4.4 WinSport reserves the right to temporarily close the West Track Service Road at any time without notice for any reason, which may include without limitation weather, safety concerns, construction or the accommodation of events held at COP. WinSport will use reasonable efforts to provide reasonable notice of any planned closures. WinSport is not liable for any closures, or for any delay or inconvenience caused by such closures, and will not provide any refunds, nor extensions to pass activation days, as a result thereof.
- 4.5 WinSport retains the right to close the West Track Service Road for a suspended period (which would be a period of seven (7) days or more) if necessary due to forces of nature causing damage to the West Track Service Road, or for any other reason. If such a closure were to occur, and subject to the timing and duration of such closure, WinSport will either refund the Customer for the duration of the closure or extend the duration of the pass, as applicable, including a proportionate adjustment for periods of Road Access Pass use prior to cancellation.

### 5. Driving at COP - Follow All Laws & Drive with Courtesy

- 5.1 In purchasing a Road Access Pass, the Customer agrees that when driving in or through COP he/she will follow all traffic safety laws at all times, including without limitation, all posted speed limits and distracted driving laws. The Customer specifically acknowledges that the speed limit throughout COP is 30 kilometres per hour at all times. The Customer also agrees to drive courteously and with due care and attention for the safety of all other users of COP, including without limitation, all workers, children, athletes, pedestrians, cyclists, and other vehicles.
- 5.2 The Customer agrees that it is the Customer's responsibility to ensure that all other Authorized Users of the Road Access Pass are aware of, and comply with, the driving obligations set out in these Terms and Conditions.
- 5.3 The Customer agrees that WinSport has the right to cancel the Customer's Road Access Pass, without any refund to the Customer, in the event the Customer or any other Authorized User is observed by a WinSport Party or law enforcement agent as having violated any traffic law or any other standard set out in these Terms and Conditions.

# Terms & Conditions:

## West Track Service Road Access Passes (continued)



### 6. Road Access Pass Replacement

6.1 Lost, stolen, damaged or destroyed Road Access Passes can be replaced for a fee of \$5.00 per pass by contacting Guest Services. WinSport reserves the right to increase this replacement fee at any time. The Customer must notify WinSport that his/her Road Access pass has been lost, stolen, damaged or destroyed in a timely manner. WinSport will not reimburse the Customer for the passage of time, or utilization of Gate Operating Days in the case of Flex Passes, leading up to the date the Customer provides notice to WinSport of the need to replace his/her Road Access Pass. WinSport will cancel the original Road Access Pass upon being notified by the Customer of the need for a replacement.

### 7. Cancellation and Refunds

- 7.1 No refunds will be issued for a Flex Pass.
- 7.2 No refunds will be issued for an Other Pass, unless otherwise set out in the specific terms of such Other Pass.
- 7.3 Refunds for Season Access and Year Round Access Passes will be determined based on the purchase price of the pass, pro-rated according to the scales below, and subject to a \$25 administrative fee.

Summer Season	Winter Season	Year-Round <sup>1</sup>	Refund
Prior to the first day of the Summer Season	Prior to the first day of the Winter Season	n/a	100%
n/a	n/a	0-30 days	90%
First day - July 16	First day - December 20	31 - 60 days	75%
July 17 - August 13	December 21, 2016 - January 24	61 - 90 days	50%
August 14 - September 17	January 25, 2017 - February 28	61 - 90 days	25%
September 18 - Closing Day	After March 1, 2017 - Closing Day	> 120 days	0%

<sup>1</sup> Applicable to tenants and commuters who purchased a Year-Round Access Pass. Cancellation terms for Annual Family Members and PTC Members who have received Road Access Passes are reflected in separate terms and conditions for such passes.

In the event a refund is issued, WinSport will immediately cancel the Road Access Pass.

### 8. Cancellation of Road Access Pass by WinSport

- 8.1 WinSport reserves the right to remove the RFID Gate System at any time upon not less than 180 days' prior notice to the Customer. Such notice shall be deemed to be validly given if posted on the Website and at the location of the RFID Gate System. In the event WinSport exercises its rights hereunder, refunds for a valid Road Access Pass outstanding at the date of such removal will be issued in accordance with the refund policy set out in these Terms & Conditions.
- 8.2 WinSport may cancel a Road Access Pass:
  - (a) in accordance with Section 3.1 (unauthorized use);
  - (b) in accordance with Section 5.3 (violation of traffic laws or driving standards);
  - (c) that has been sold or transferred in violation of these Terms and Conditions;
  - (d) upon the removal of the Customer or an Authorized User or any other individual from the WinSport Program or event that the Road Access Pass was linked to;
  - (e) upon the termination of the Season or Family Pass that the Road Access Pass was linked to;
  - (f) upon the removal of the Customer from COP by WinSport; or
  - (g) upon the removal of the RFID Gate System.Cancellation by WinSport under this Section will be done without refund or any other liability to the Customer.

### 9. Liability

- 9.1 Customer hereby waives any and all claims he/she has or may in the future have against WinSport Parties, and hereby releases WinSport Parties from all costs, liabilities, expenses, charges, penalties, fines, losses, damages or injuries whatsoever resulting from the use of the West Road or the Road Access Pass by Customer or any Authorized User, or the operation or failure of the RFID Gate System, due to any cause whatsoever including negligence.
- 9.2 Additionally, the WinSport Parties shall not be liable for:
  - (a) any incidental, indirect, special or consequential damages, howsoever arising, including but not limited to, loss of use, revenues, profits or savings, even if the WinSport Parties, or any of them, knew or should have known of the possibility of such damages; or
  - (b) claims, demands or actions against Customer by any person, corporation or other legal entity resulting from the use of the West Track Service Road or the Road Access Pass by the Customer or any Authorized User, or the operation or failure of the RFID Gate System.
- 9.3 Customer hereby agrees to hold harmless and indemnify the WinSport Parties from any and all liability for any property damage or personal injury to any: (i) third party resulting from the use of the West Track Service Road, the Road Access Pass or the RFID Gate System by the Customer or an Authorized User; and (ii) Authorized User as a result of such Authorized User's use of the West Road or the Road Access Pass, or the operation or failure of the RFID Gate System, due to any cause whatsoever including negligence.

### 10. Terms & Conditions Apply to all Authorized Users

- 10.1 An Authorized User's use of a Road Access Pass shall be proof of acceptance of these terms and conditions by such Authorized User as if such person were the Customer.

### 11. Amendments

- 11.1 The Terms and Conditions may be altered, amended or changed (the "Amendments") by WinSport at any time and any such Amendments will be posted online on the Website and will become effective immediately when they are posted online. It is the Customer's responsibility to review the Website and keep up to date on Amendments to the Terms and Conditions, changes in the rate schedule and other matters concerning the West Track Service Road or RFID Gate System contained on the Website.

### 12. Assignment

- 12.1 WinSport may assign, transfer or otherwise dispose of its rights, obligations and interests in or under the Terms and Conditions to any person at any time without notice.
- 12.2 The Customer may not assign, transfer or otherwise dispose of his/her rights, obligations and interests in or under these Terms and Conditions or the Road Access Pass.

### 13. Miscellaneous

- 13.1 The interpretation of these Terms and Conditions shall be governed by Alberta law and the Alberta courts have the exclusive jurisdiction to resolve any dispute in relation to these Terms and Conditions. The Customer agrees to irrevocably submit to the exclusive jurisdiction of the Alberta courts.
- 13.2 No waiver of any Terms and Conditions shall be effective unless such waiver is evidenced in writing and signed by the waiving party. No omission or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof of any other right, power or privilege.
- 13.3 Each of the provisions contained in these Terms and Conditions shall be severable and if any provision is found to be invalid, the validity and enforceability of the remaining provisions shall not be affected.

**I have read and understand this Agreement and agree to the terms and conditions.**

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

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE