



## ACKNOWLEDGMENT, RELEASE, WAIVER, INDEMNITY and ASSUMPTION OF RISKS AGREEMENT ("the Agreement")

This Agreement contains a **WAIVER OF SUBSTANTIAL LEGAL RIGHTS** for you and the **MINOR(S)/DEPENDENT(S)** named below and **SHALL REMAIN EFFECTIVE AND ENFORCEABLE FOR ALL FUTURE VISITS/ENTRY TO NUTRIEN WONDERHUB**. Please read carefully.

References to Nutrien Wonderhub in this Agreement refer collectively to this facility and to Children's Discovery Museum on the Saskatchewan Inc. dba Nutrien Wonderhub Museum and its directors, officers, contractors, employees, guides, representatives, advertisers, other participants and sponsors.

I, the below named Parent(s)/Guardian(s), on my own behalf and on behalf of the below named MINOR(S)/DEPENDENT(S) (the "**MINOR**") (which throughout this Agreement shall include each of our heirs, assigns, personal representatives and next of kin), acknowledge, accept and agree that:

1. Nutrien Wonderhub offers several activities and exhibits (the "**Activities**") which are designed for use by participants of average strength, mobility, fitness, and who are in good health.
2. Medical conditions may impair the safety and well being of participants as may other medical, physical, psychological, or psychiatric issues, and all such medical conditions may increase the risk of participating in the Activities and cause the participant to be in danger to themselves or others. If I and/or the MINOR have any such medical condition(s), **I will consult my and/or the MINOR's physician for advice on the risks of the Activities before entering Nutrien Wonderhub or participating in the Activities.**
3. **THERE ARE SERIOUS RISKS TO THE ACTIVITIES.** Although serious injuries are uncommon, participation in the Activities may lead to **INJURY OR DEATH**. The Activities may include inherent risk of physical and/or emotional injury. Potential injuries include, but are not limited to, bruises, scrapes, broken bones, sprains, insect bites, allergic reactions, paralysis, trauma or death.
4. As the parent and/or guardian, I am solely responsible for the care and supervision of the MINOR. I am responsible to properly inform the MINOR of the inherent risks and dangers associated with the Activities. Nutrien Wonderhub is at no time responsible or liable for the supervision or care of any children, minors, or dependents.
5. **EVENT ATTENDEE:** If I and/or the MINOR are attending an event ("**Event**") hosted by a third party ("**Event Host**") at Nutrien Wonderhub, I acknowledge that the Event Host shall solely be responsible for any activities associated with the Event, and that the applicable assumptions of risk, waivers, releases and indemnities in this Agreement shall also be applicable to the Event.
6. Nutrien Wonderhub is not responsible for supervision or care of any personal property. There is a risk that my and/or the MINOR's personal property may be stolen or damaged while using Nutrien Wonderhub.
7. **I ASSUME ALL RISKS ASSOCIATED WITH USE OF NUTRIEN WONDERHUB** even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent first aid operations or procedures of the organizer, the venue(s) and any persons associated with Nutrien Wonderhub.
8. **I RELEASE AND WAIVE ALL LIABILITY AND CLAIMS AGAINST NUTRIEN WONDERHUB** from any and all liability for any loss, damage, injury, death or expense that I and/or the MINOR may suffer as a result of our use of or presence at or participation in Nutrien Wonderhub and/or the Activities, due to any cause whatsoever, **INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE LAW AND ANY OTHER RELEVANT LEGISLATION OR STATUTES.**
9. **I AGREE NOT TO SUE NUTRIEN WONDERHUB** for any loss, damage, injury, death or expense of any form or type, howsoever caused or arising, whether directly or indirectly from my and/or the MINOR's use of Nutrien Wonderhub and/or participation in the Activities
10. **I AGREE TO INDEMNIFY, AND TO SAVE AND HOLD HARMLESS NUTRIEN WONDERHUB** from any litigation expense, legal fees, liability, damage, award or other expense that it may incur due to any claim made against it based on or arising from my and/or the MINOR'S use of Nutrien Wonderhub and/or participation in the Activities.
11. This Agreement is governed by the laws of the Province of Saskatchewan.
12. **THE TERMS OF THIS AGREEMENT SHALL BE EFFECTIVE IMMEDIATELY AND SHALL APPLY TO AND REMAIN EFFECTIVE AND ENFORCEABLE AGAINST YOU AND THE BELOW NAMED MINOR FOR ALL FUTURE VISITS/ENTRY TO NUTRIEN WONDERHUB.**

13. **I ACKNOWLEDGE that I HAVE READ THIS DOCUMENT THOROUGHLY. I REPRESENT THAT I HAVE LEGAL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE BELOW NAMED MINOR(S)/DEPENDENT(S) AND AM DOING SO VOLUNTARILY.**

**THE 2019 NOVEL CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

14. I /and or the MINOR are not currently experiencing COVID-19 symptoms nor have I and/or the MINOR had COVID-19 symptoms in the last 14 days.
15. I /and or the MINOR have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.
16. I and/or the MINOR have not cared for nor had close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the last 14 days.
17. **I AM FULLY AWARE OF THE RISKS AND HAZARDS WITH RESPECT TO COVID-19** inherent in using Nutrien Wonderhub and/or participating in the Activities.
18. **I FREELY AND VOLUNTARILY AGREE TO ASSUME THE RISK WITH RESPECT TO COVID-19**, that I or the MINOR may sustain as a result of using Nutrien Wonderhub and/or participating in the Activities
19. **I RELEASE AND WAIVE ALL LIABILITY AND CLAIMS AGAINST NUTRIEN WONDERHUB** from any and all liability for any loss, damage, injury, death or expense that I and/or the MINOR may suffer as a result of our use of or presence at or participation in Nutrien Wonderhub and/or participating in the Activities, due to COVID-19.
20. **I AGREE NOT TO SUE NUTRIEN WONDERHUB** for any loss, damage, injury, death or expense of any form or type, due to COVID-19 whether directly or indirectly, from my and/or the MINOR's use of Nutrien Wonderhub and/or participation in the Activities.

Signed at Saskatoon, Saskatchewan on this date: \_\_\_\_\_

I HAVE READ THIS RELEASE

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed name of Parent/Guardian

I HAVE READ THIS RELEASE

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed name of Parent/Guardian

\_\_\_\_\_  
Phone Number of Parent/Guardian

\_\_\_\_\_  
Alternate Phone number of parent/guardian

\_\_\_\_\_  
Name and age of MINOR/DEPENDENT

\_\_\_\_\_  
Name and age of MINOR/DEPENDENT

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Name and age of MINOR/DEPENDENT

\_\_\_\_\_  
Name and age of MINOR/DEPENDENT

☐ I consent to be contacted as a part of COVID-19 contact tracing (required).

☐ I consent to be contacted regarding membership renewal

☐ I consent to be contacted regarding events, promotions, and Wonderhub news

**FOR TEACHERS / EDUCATORS – This is for your records and to submit to Wonderhub staff on the date of your visit.**

Teachers/educators please list the names, ages and whether they have submitted their completed & signed waiver to you. Please submit all signed waivers and this list to the Program Facilitator upon arrival at Nutrien Wonderhub.

[illegible]