



## NUTRIEN WONDERHUB CAMPS & PROGRAMS

### 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 Nutrien Wonderhub (Children's Discovery Museum of Saskatchewan) and its directors, officers, contractors, employees, guides, representatives, advertisers, other participants and sponsors.

In consideration for allowing the below named MINOR(S)/DEPENDENT(S) ("the MINOR") to attend the Nutrien Wonderhub and the Nutrien Wonderhub Wonder Camps & Programs ("Camps & Programs"), I, on my own behalf and on behalf of the below named 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 and the Nutrien Wonderhub Camps & Programs offers several activities and exhibits, some of which are on-site and some of which may be hosted by third party or off-site facilities (collectively referred to as 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(s) to be in danger to themselves or others.
  - (a) If the MINOR has any such medical condition(s), **I will consult the MINOR's physician for advice on the risks of the Activities and the Camps & Programs before entering Nutrien Wonderhub or participating in the Activities or the Camps & Programs.**
  - (b) I AGREE TO INFORM NUTRIEN WONDERHUB in writing of any such medical, physical, psychological, or psychiatric conditions/issues of the MINOR prior to the MINOR'S entrance to Nutrien Wonderhub or participation in the Activities or the Camps & Programs.
3. THERE ARE SERIOUS RISKS TO THE ACTIVITIES/CAMPS/PROGRAMS. Although serious injuries are uncommon, participation in the Activities or Camps & Programs may lead to INJURY OR DEATH. The Activities/Camps/Programs may include inherent risk to 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. I understand and will instruct the MINOR that all rules for participating in the Activities/ Camps/Programs must be followed, including any rules that are imposed by third party or off-site facilities that are visited during the Camps & Programs.
5. I authorize Nutrien Wonderhub to consent to emergency medical treatment in accordance with the best interests of the MINOR should I not be present at the relevant time to grant consent myself.
6. I understand that while Nutrien Wonderhub and the Camps & Programs has supervisors responsible for the Activities during Camps & Programs, it is not possible for the supervisors to have complete care and control of all children at all times. The assumption of risk and waiver of liability below includes all reasonable and inherent risks

if the MINOR departs from the group or fails to follow the instructions or rules communicated by the Camps & Programs supervisors.

- 7. Nutrien Wonderhub is not responsible for supervision or care of any personal property. There is a risk that the personal property of the MINOR may be stolen or damaged while using Nutrien Wonderhub or attending the Camps & Programs.
- 8. **I ASSUME ALL RISKS ASSOCIATED WITH USE OF NUTRIEN WONDERHUB AND PARTICIPATION IN THE ACTIVITIES/CAMPS/PROGRAMS** 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.
- 9. **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 or the MINOR may suffer as a result of our use of or presence at or participation in Nutrien Wonderhub, the Activities and/or Camps & Programs, 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.
- 10. **I AGREE NOT TO SUE NUTRIEN WONDERHUB** for any loss, injury, death, costs or damages of any form or type, howsoever caused or arising, whether directly or indirectly from my or the MINOR's use of Nutrien Wonderhub or participation in the Activities/Camps/Programs.
- 11. **I AGREE TO INDEMNIFY, AND TO SAVE AND HOLD HARMLESS NUTRIEN WONDERHUB** from any litigation expense, legal fees, liability, damage, award or cost that it may incur due to any claim made against it based on or arising from my or the MINOR'S use of Nutrien Wonderhub or participation in the Activities/Camps/Programs.
- 12. This Agreement is governed by the laws of the Province of Saskatchewan.
- 13. **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.**
- 14. **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.**

SIGNED AT SASKATOON, SASKATCHEWAN ON THIS DATE: \_\_\_\_\_

**I HAVE READ THIS RELEASE**

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

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

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

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

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

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