

Light of the Prairies (Saskatoon, SK)

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING AND INDEMNIFICATION AGREEMENT

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

TO:

Light of the Prairies, their agents, owners, officers, affiliates, volunteers, participants, employees, representatives, assignees, directors, shareholders and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Light of the Prairies"):

I UNDERSTAND THAT PARTICIPATION AT LIGHT OF THE PRAIRIES WALTER LANE PROGRAM AND FARM CAN BE HAZARDOUS AND MAY INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH. I AGREE THAT WALTER LANE PROGRAM IS AN ACTIVE OUTDOOR GAMES AND ACTIVITY SPACE COMPRISED OF A TRAMPOLINE, BUBBLE SOCCER PITCH, ZORB BALLS, OUTDOOR GAMES, INFLATABLE OBSTACLE COURSE AND A WORKING FARM. I acknowledge that my participation in LIGHT OF THE PRAIRIES trampoline, inflatable games or activities as well as participation in activities on a farm around animals, which includes (not limited to) goats, horses, dogs, chickens and any other animals connected to Ricks Ranch I understand that these activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include but are not limited to: cuts and bruises; falling off of equipment; muscle and joint sprains and strains; broken wrists, ankles and legs; participants falling on each other resulting in broken bones and other serious injuries; double bouncing (an unauthorized practice caused when there is more than one person per trampoline which can create a rebound effect causing serious injury); flipping, running and bouncing off the walls can cause serious injury; and colliding with or being landed on by jumpers of a different size. As well as injuries associated with animals including but not limited to being bitten, hit, stepped on or injuries resulted from animal born viruses.

I agree to assume responsibility for maintaining control at all possible times while engaging in the Activity and for reading, understanding and complying with all signage and heeding the instructions of court monitors. I further understand that falls and injuries are common.

RECOGNIZING THESE RISKS AND DANGERS, I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITY AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

In consideration for allowing me to participate in the Activity, I AGREE, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Light of the Prairies or Ricks Ranch and its insurance company, agents, owners, officers, affiliates, volunteers, participants, employees, representatives, assignees, directors and shareholders (each a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF MY PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.**

In consideration for allowing me to participate in the Activity I further release and give up any and all claims and rights that I may have against any released party and understand this releases all claims, including those of which I am not aware, those not mentioned in this release and those resulting from anything has happened up to now.

I acknowledge and understand that Light of the Prairies is not responsible for any lost or stolen items or personal property belonging to myself or the minor child(ren) or participants under my care while said property is at any Light of the Prairies facility or grounds including, but not limited to, parking lots, vehicles in parking lots, garage, outbuildings and surrounding yard.

I agree that this 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.

I agree that this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Saskatchewan and no other jurisdiction. I agree that any litigation involving the parties to this Agreement shall be brought solely within the Province of Saskatchewan and shall be within the exclusive jurisdiction of the Courts of the Province of Saskatchewan.

In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of the activities other than what is set forth in this agreement.

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL AGREEMENT

(Applicable when participants under the age of 18 are added)

In consideration of participants submitted with this form, (minor / participant's first and last name) ("minor/participant") being permitted to participate in LIGHT OF THE PRAIRIES games or activities and to use its equipment and facilities, I, the undersigned

parent, legal guardian or acting adult responsible for participants care acknowledge the existence of known hazards and the potential for unknown hazards inherent to participating at Light of the Prairies Walter lane program (previously listed in this agreement) and voluntarily assume such risks, which may result in any manner of injury, illness and/or death to the Minor/Participant while participating in games or activities at Light of the Prairies Walter lane program. I further certify that I am the parent, legal guardian or acting adult responsible for participants care of the Minor/participant in this agreement. I hereby give approval to the participant in Light of the Prairies Walter lane program games or activities and/or use of its equipment and facilities by the Minor/participant.

Signature of participant (or guardian)

Date