

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")

THIS RELEASE IS IN REGARD TO THE USE OF AN AQUAPARK, DURING THE USE OF WHICH YOU OR YOUR
DEPENDENDANT WILL BE KNOCKED ABOUT AND COULD SUSTAIN SERIOUS INJURIES OR DEATH.

**BY SIGNING THIS RELEASE AGREEMENT YOU ARE WAIVING AND GIVING UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR DEATH, AND YOU ARE
ASSUMING RISKS FROM AN INHERENTLY DANGEROUS ACTIVITY AND INDEMNIFYING WILD WAVES
WATERPARK, ITS OWNERS, AND OTHERS OF ANY RESPONSIBILITY FOR SUCH INJURY OR DEATH.**

PLEASE READ CAREFULLY!

INITIAL

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All minors must have a Release Agreement signed by their parent or legal guardian.

THIS RELEASE AGREEMENT COVERS THE FOLLOWING INDIVIDUALS:

Name:	Date of Birth:
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Name:	Date of Birth:
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Name:	Date of Birth:
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Name:	Date of Birth:
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Name:	Date of Birth:
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THIS RELEASE AGREEMENT IS GIVEN TO: WILD WAVES WATERPARK and its owners Matthew Bunko, Meagan Bunko, Nathan Hollingshead, Megan Hollingshead, and their employees, instructors, guides, agents, contractors, subcontractors, representatives, volunteers, sponsors, successors and assigns. Government of Saskatchewan or Ministry of Parks, Culture and Sport, and their employees, officers, agents, representatives. (hereinafter collectively referred to as the "RELEASEES").

ASSUMPTION OF RISKS: I/ we are aware that participating in an Aquapark involves various risks that could result in physical injury, emotional trauma, paralysis, or death to myself, my dependents, or third parties. These risks include, among other things: slips; falls; head injuries; broken bones; sprains; being struck by equipment or other participants; forces of nature (extremes of weather, lightning, rapid weather changes, exposure to sun/ heat stroke, strong wind, cold exposure, large waves, and currents); exposed and unexposed rocks; changes in the condition and quality of water; changes in the water surfaces and depths; changes due to man made or artificial influences such as boat wakes; the risk of collision with objects or other watercraft; entrapment within the waterpark; and drowning.

I/ we acknowledge that the physical condition of myself or my dependents, and the physical exertion associated with this activity can increase the above risks. I acknowledge that I or my dependents should not participate with a pre-existing heart, spine, head, neck, muscle, or joint injury or issue. Further, pregnant women should not participate because of the risk of falling and abdominal trauma. To participate at Wild Waves Waterpark, physical strength, balance, conditioning, and coordination is required. By signing this Release Agreement I am stating that I and/ or my dependents that use the Aquapark are physically fit to use the same.

I/ we acknowledge that Wild Waves Waterpark employees have difficult jobs to perform, that they are unable to supervise all users of the Waterpark at all times, and that they are unaware of a participant's fitness or abilities, weather or other environmental conditions, and the fitness of the Waterpark equipment.

I/we will advise my dependent that while using the aqua park that they should not have sharp objects on them, consume food or drinks, harm others, or ignore the instructions of employees of WILD WAVES WATERPARK.

I/ we release and indemnify the Releasees from any claims arising from the above risks, injuries, or death. This release and indemnification includes situations where the Releasees are negligent, including the failure on the part of the releasees to provide proper instruction or take reasonable steps to safeguard or protect me or my dependents from the risks, dangers and hazards in participating at Wild Waves Waterpark.

IN CONSIDERATION OF THE RELEASEES ALLOWING ME TO PARTICIPATE IN AQUAPARK ACTIVITIES, I HEREBY AGREE TO:

- 1. WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASEES, AND TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE, EXPENSE OR INJURY INCLUDING DEATH THAT I OR MY DEPENDENTS MAY SUFFER AS A RESULT OF MY PARTICIPATION IN AQUAPARK ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property, personal injury, or death to myself, my dependents, or third parties resulting from in Wild Waves Waterpark activities.**

For participants under 18 years of age: I/ we hereby certify that I am the parent or guardian of the person named above, and I/ we do hereby give my consent without reservation to the foregoing on behalf of him or her.

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

This Release Agreement and any rights or duties between the parties to this Release Agreement shall be governed by the laws and courts of the Province of Saskatchewan.

I/WE HAVE HAD SUFFICIENT TIME TO READ THIS RELEASE AGREEMENT AND UNDERSTAND THE SAME. I/WE ARE AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I/WE ARE WAIVING CERTAIN LEGAL RIGHTS ON BEHALF OF MYSELF AND/OR MY ABOVE DEPENDENTS WHICH I/WE MAY HAVE AGAINST THE RELEASEES.

Name of adult signing:	Date:
Address:	Phone number:
Signature of participant or their parent(s)/ legal guardian(s) in the event of a minor:	