



WILSON GROUP OF COMPANIES RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

Section 1				Section 2	
Last Name		First Name		How did you hear about us? <input type="checkbox"/> Family/Friends <input type="checkbox"/> Internet <input type="checkbox"/> Radio <input type="checkbox"/> Coupon <input type="checkbox"/> Brochure <input type="checkbox"/> Other Are you here <input type="checkbox"/> For a birthday party <input type="checkbox"/> For a graduation <input type="checkbox"/> For a stag <input type="checkbox"/> Chillin' <input type="checkbox"/> To blow off steam <input type="checkbox"/> Other 	
Parent/Guardian (if under the age of 18)					
Address					
City	Province	Postal Code			
Birth Date	M M / D D / Y Y Y Y	Age	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		
Phone	Email				
Emergency Contact Name		Phone			
Please list any medical conditions that may interfere with your experience					
If participating in motorized Activities:					
Race Name		Driver's Licence Number			

Description and location of Activities (herein referred to as the "Activities"):

1. Participating in go-karting activities shall include, but is not limited to, renting and operating a go-kart or other motorized vehicle, participating in the go kart track, driving, riding, racing, training, learning, practicing, competing, maintaining vehicles, observing, spectating, participating in orientation and instructional courses and sessions, and standing in lines, and other such, activities, events and services in any way connected with or related to go-karting;
2. Participating in rope course activities which refers to all Sky Trail Navigator activities, and shall include, but is not limited to the use of the rope course, equipment, parking and facilities, participating in orientation and instructional courses and sessions, preparing, spectating, observing, and standing in lines, and other such, activities, events and services in any way connected with or related to the Sky Trail Navigator activities;
3. Participating in zip line activities which refers to all Sky Rail activities, and shall include, but is not limited to the use of the zip line course, equipment, parking and facilities, participating in orientation and instructional courses and sessions, preparing, spectating, observing, and standing in lines, and other such activities, events and services in any way connected with or related to the Sky Rail activities; and
4. Participating in any and all other activities on the Premises.

In consideration for my participation in the above Activities, and in consideration for permission granted by Wilson to enter into and upon the Wilson's Premises where the Activities are or will take place, and use Wilson's equipment and facilities located at 303 Owen Manor, Saskatoon, SK, S7V 0P1 (collectively referred to as the "Premises"), and/or allowing minor child(ren)/ward to participate in the above Activities, permit access to Wilson's Premises and use Wilson's equipment and facilities, I, THE PARTICIPANT, HEREBY ACKNOWLEDGE, WARRANT, COVENANT AND AGREE WITH S&C WILSON LAND HOLDINGS LTD., WILSON'S GREENHOUSE (2015) LTD., STOKED ENTERTAINMENT CENTER LTD., AND THEIR PARENT, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS (collectively referred to as "Wilson") as follows:

I ACKNOWLEDGE AND REPRESENT that:


1. I have read the foregoing liability release, understand it, and sign it voluntarily;
2. I, am eighteen (18) years of age or older, and/or I am the parent/guardian having full legal responsibility for decisions regarding the minor child(ren)/ward;
3. I am not pregnant;
4. I have not consumed alcohol, marijuana, legal or illegal drugs or other mind or body-altering substances, which may affect my ability to participate in the Activities in a safe manner. I acknowledge that drugs, alcohol, and smoking on the Premises is strictly prohibited;
5. I and/or the minor child(ren)/ward do not suffer from a heart condition, high blood pressure or other medical conditions which may be aggravated by participating in the Activities;
6. I am within the height and weight restrictions required to participate in the said Activities;
7. My and/or the minor child(ren)/ward's clothing, apparel, and any and all equipment, is fit for and appropriate for my and/or his or her use in the Activities. Specifically I acknowledge that any long hair is adequately tied back and away from the face, I am wearing close toed footwear, I have removed any jewelry and/or piercings, any and all pockets are empty, and there are no loose items on my person.
8. I am familiar with and acknowledge, on behalf of myself and the minor child(ren)/ward, that the Activities are dangerous and there is the risk of serious injury, partial or complete paralysis, and death, whether as a participant or non-participant inherent to the Activities, in particular being allowed to enter, for any reason, the area or Premises where the Activities are being undertaken. Such physical injuries include but are not limited to bruises, scrapes, sprains, burns, broken bones, aggravation of pre-existing condition, concussion, paralysis or death. Such emotional injuries may include but are not limited to fear, panic or trauma. **I FREELY ACCEPT, ON BEHALF OF MYSELF AND THE MINOR CHILD(REN)/WARD, AND FULLY ASSUME ALL SUCH RISK AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM;**
9. If I am the parent/guardian, I acknowledge that I have explained the Activities and this Agreement to the minor child(ren)/ward, and instructed that all applicable rules for participation must be followed and he or she understands the terms and freely chooses to partake in the Activities;
10. I have satisfied myself, and believe that I and/or the minor child(ren)/ward are physically, emotionally and mentally able to participate in the Activities;
11. I have had the opportunity to inspect the Premises and to have my questions answered by the employees of Wilson; and
12. I acknowledge, on behalf of myself and/or the minor child(ren)/ward, that it is entirely my choice to take part in the Activities and I accept full responsibility for my own safety with participating in the Activities.

I COVENANT AND AGREE that:

1. I will obey the rules and regulations;
2. I will closely observe and follow the instructions given by the employees of Wilson, and will only proceed with the Activity when instructed to do so;
3. I will wear the appropriate safety equipment as instructed by the employees of Wilson, including safety harnesses, helmets, seatbelts, and cable equipment where instructed to do so and will use any equipment exactly as instructed to do;
4. I will immediately remove myself and the child(ren)/ward from participation, and notify the nearest agent or employee of Wilson, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I or the minor child(ren)/ward has experienced any deterioration in my or his or her physical, emotional or mental fitness, or that of my or his or her clothing, apparel and any and all equipment, for continued safe participation in the Activities;
5. I will immediately advise an employee of Wilson of any equipment failure or defect; and
6. Should I notice any other participant doing something questionable or unsafe, I will immediately advise the employees of Wilson.

I UNDERSTAND AND AGREE, AND/OR ON BEHALF OF THE MINOR CHILD(REN)/WARD, HIS OR HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. **AN UNQUALIFIED ASSUMPTION OF ALL RISKS** associated with participation in the Activities by me and the minor child(ren)/ward involves many dangers, risks and hazards including but not limited to equipment failure, falls, slips, extreme heights, excessive speeds, impact or collisions, fires, and negligence of other participants or employees, **EVEN IF ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF WILSON**, including, but not limited to, any compounding or aggravation of injuries caused by negligent rescue operation or procedures, of Wilson and of any person associated therewith or participating therein or any other patron in attendance at the Premises;
2. **A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I and/or the child(ren)/ward have or may in the future have against Wilson, its owners, employees, agents and affiliates, as well as their successors and assigns and any person(s), entities, or organization(s) associated in any way with the Activities including, but not limited to, the owners and lessees, promoters, sanctioning bodies, associations, or any subdivision thereof, operators, sponsors, advertisers, and other participants, rescue personnel, inspectors, underwriters, consultants and others who give recommendations, directions or instructions, or engage in risk evaluation and loss control activities, regarding the Activities or the Premises, or any one or more of them, and their respective directors, officers, employees, contractors, agents and representatives (all of whom are collectively referred to as the "Releasees") from any and all liability for any loss, damage, injury or expense that I and/or the minor child(ren)/ward may suffer in any part of, or presence at, 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 RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES;**
3. **AN AGREEMENT NOT TO SUE THE RELEASEES** for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation, and/or the participation of the minor child(ren)/ward, in any aspect of the Activities; and
4. **AN AGREEMENT TO INDEMNIFY, AND SAVE AND HOLD HARMLESS THE RELEASEES**, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise; and
5. **A CONSENT AND AGREEMENT** to irrevocably grant all rights of every kind, whether now known or becoming known, in and to all motion picture, video, or still photographs made by and/or at Wilson's of my or the child(ren)/ward's likeness, poses, acts, and appearances, including, without limitation, the right to present, exploit and use the same for any purpose, including, but not limited to, advertising, promotions, or commercial purposes of any kind without the payment of compensation; and
6. **AN AGREEMENT** to deem each such provision separate and distinct, whereby if any such provision of is held or rendered illegal or unenforceable, it shall be considered separate and severable and shall not be deemed to affect or impair the validity of any other provisions; and
7. **AN AGREEMENT** governed by the laws of the Province of Saskatchewan.

I agree to compensate Wilson for any damages incurred, including but not limited to damages to go-karts, buildings, tracks, courses, equipment or Premises, due to my actions while participating in the Activities. It is further agreed that any actions that necessitate my removal from the Premises will not be reimbursed and will result in suspension from use of the Premises. It is agreed that any damage will be paid for within 30 days of receipt of invoice for damage.	 Initial
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I HAVE CAREFULLY READ AND UNDERSTAND THE ENTIRETY OF "WILSON'S RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT," AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND THE MINOR CHILD(REN)/WARD AND OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND I AND/OR THE MINOR CHILD(REN)/WARD MAY HAVE AGAINST THE RELEASEES. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT. PLEASE SIGN AND DATE BELOW.

Participant's Signature

Staff Member's Signature

Parent or Guardian Signature (if under 18)

Today's Date