

WANUSKEWIN OUTREACH PROGRAMMING TERMS AND CONDITIONS 2023

Thank you for considering outreach programming through Wanuskewin to learn more about Plains Indigenous Culture. Our Tour Booking Coordinator is here to assist you throughout the booking process, while our Visitor Services staff will deliver your programming.

Please read these Terms and Conditions between the Convener (individual or group responsible for bringing people together for the purposes of engaging in programming as defined in these Terms and Conditions) and Wanuskewin Heritage Park Authority (WHPA) carefully before signing.

1. GENERAL OUTREACH POLICY

- a. All outreach bookings include one forty-five (45) to sixty (60) minute session with a guide. Extra sessions can be booked for an additional cost; no more than four (4) outreach sessions may be booked within a single day.
- b. A preliminary estimate of attendance is required when booking outreach session(s).
- c. **Maximum of thirty (30) participants per group or session. If there are more than thirty (30) participants, WHPA will split the participants into and charge for multiple groups.**
- d. If there are more than thirty (30) participants, or two (2) classes combined to more than thirty (30) students, WHPA will charge for and treat the classes as two groups.
 - i. If there are more than thirty (30) students in one class, WHPA will charge for and treat the class as one group. If two (2) classes combined are less than thirty (30) students, WHPA can charge for and treat the classes as one group. If two (2) classes combined are more than thirty (30) students, WHPA will charge for and treat the classes as two groups.
- e. For larger groups, the Convener can request special accommodations at least five (5) business days prior to the booking date; these special accommodations must be approved by the Visitor Services Coordinator.
- f. Primary and secondary school tour groups must have an appropriate ratio of teachers and/or chaperones to students:
 - i. Kindergarten to Grade Five (5) should have a minimum ratio of one (1) teacher/chaperone to every fifteen (15) students;
 - ii. Grade Six (6) to Grade Twelve (12) should have a minimum ratio of one (1) teacher/chaperone to every thirty (30) students;
 - iii. Post-secondary groups should have a minimum of one (1) chaperone.
- g. Primary and secondary school groups who do not have the appropriate ratio of teachers and/or chaperones to students may have their outreach program(s) cancelled without refund.
- h. **Teachers and chaperones are responsible for the behaviour, discipline, and conduct of the participants at all times.** Poor conduct, disrespectful behavior, and/or dangerous activities may result in the cancellation of the outreach programming at any time without refund.
- i. The Convener is required to provide adequate space for the program and have that space ready for the facilitator to set up in at least thirty (30) minutes prior to the scheduled session's start time.
- j. The Convener is responsible for any damage(s) to the program equipment caused by their participants, anyone directly or indirectly associated with the group, and/or anyone who acts on their behalf during the time the guide is on location. The Convener will be held financially responsible for repairs on a cost recovery basis, plus administrative fees.
- k. WHPA reserves the right to refuse bookings that promote values that contradict WHPA's mandate.
- l. WHPA does not assume liability for loss of life or injury due to programming. The Convener, teachers, and/or chaperones assume accountability and responsibility for the safety and well-being of their participants.
- m. Liability or failure to meet these Terms and Conditions remains the responsibility of the Convener named in these Terms and Conditions.

2. LIQUOR AND DRUGS

- a. WHPA has a strict no alcohol or drugs policy. **During the time that the guide(s), Dancer(s), Singer(s), and/or Drummer(s), are on location, there cannot be any open alcohol, marijuana, or illegal drugs in the room.** Failure to comply with this policy will result in the immediate cancellation of the outreach programming at any time without refund.

3. CONFIRMATION

- a. **A signed copy of these Terms and Conditions, along with a signed copy of the booking sheet, must be sent to the Visitor Services Coordinator at least one (1) week before the booking date to confirm the booking.**
- b. Should the number of participants greatly exceed the thirty (30) participant limit without prior approval from the Visitor Services Coordinator, WHPA will charge for an additional session/group. If the number of participants greatly exceeds the thirty (30) participant limit without an appropriate number of teacher(s)/chaperone(s), the guide has the right to cancel the outreach programming at any time without refund.

4. INVOICING AND PAYMENT

- a. A Square invoice for the full payment will be sent to the contact on file once the Visitor Services Coordinator receives a signed copy of the booking sheet and the Terms and Conditions. The invoice can be paid online by credit card or at Wanuskewin at the front till. Contact the Visitor Services Coordinator for alternative payment options.
- b. Payment in full is due seven (7) days before the booking date.

5. OUTREACH PROGRAMMING CANCELLATIONS

- a. If cancellations are received seven (7) or more business days before the date of the booking, payment is refundable, minus any costs already incurred by WHPA.
- b. If cancellations are received less than seven (7) business days before the date of the outreach, the Convener may incur penalties up to one hundred percent (100%) of contracted services.
- c. If the Convener does not give the Visitor Services Coordinator prior notice of their cancellation, the Convener forfeits any deposits or payments already paid to WHPA.

6. INDEMNITY

- a. The Convener shall indemnify and hold harmless WHPA, its agents, offices, directors, and employees (the "Indemnified Parties") from and against all claims, demands, damages, losses, expenses, costs (including legal fees on an attorney/client basis and the cost of experts), actions, suits, or proceedings sustained or incurred by any of the Indemnified Parties which may be made, brought or prosecuted in any manner whatsoever against any of the Indemnified Parties, to the extent based upon, arising out of, or attributable to: (a) the acts of omissions (including, without limitation, negligence, gross negligence, strict liability, or willful, wanton or intentional misconduct) of the Convener, its guests or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (b) a breach of this Contract by the Convener.

7. FORCE MAJEURE

- a. If performance of this Contract by WHPA is delayed or rendered impossible by an act of God, government authority, disaster, strike, civil disorder, inclement weather, or an emergency, this Contract may be terminated by written notice without liability.

8. PHOTO AND VIDEO

- a. WHPA may ask to take photos and videos of the group for promotional materials, including social media marketing materials, which will be discussed at the time of booking. It is the responsibility of the Convener, teachers, and/or chaperones to know which participant(s) cannot have their photo or video taken, and to communicate this information with WHPA prior the booking.

By checking "I agree" on the Tour Booking Request form, you indicate that you have read, fully understand, and agree with all of the above Terms and Conditions.

Please email the Visitor Services Coordinator (tours@wanuskewin.com) if you have any questions or concerns.