

**WANUSKEWIN TOUR GROUP BOOKING
TERMS AND CONDITIONS
2023**

Thank you for booking with Wanuskewin to learn more about Northern Plains Indigenous cultures. Our Visitor Services Coordinator is here to assist you throughout the booking process, while our interpretive team 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 TOUR GROUP POLICY

- a. All tour bookings include admission to Wanuskewin and access to the exhibits, trails, and facilities for all attending participants, students, teachers, and chaperones. Also included is the Convener's choice of up to two (2) hours of guided programming (subject to staffing availability). Some programs may have an additional supply cost associated. Extra program(s) in addition to the two (2) hours of guided programming is available to book for an additional charge at the time of booking.
- b. A preliminary estimate of attendance is required when booking a tour.
- c. **Maximum of thirty (30) participants per group. If there are more than thirty (30) participants, WHPA will split the participants into and charge for multiple 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.
- d. Primary and secondary school tour groups must have an appropriate ratio of teachers and/or chaperones to students:
 - i. Kindergarten to Grade Two (2) should have a minimum ratio of one (1) teacher/chaperone to every four (4) students;
 - ii. Grade Three (3) to Grade Six (6) should have a minimum ratio of one (1) teacher/chaperone to every eight (8) students;
 - iii. Grade Seven (7) to Grade Twelve (12) should have minimum of two (2) teacher(s)/chaperone(s);
 - iv. Post-secondary groups should have a minimum of one (1) chaperone.
- e. **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 a tour or program or the group's immediate removal from Wanuskewin at any time without refund.
- f. **Changes in how programming is delivered is subject to change any time based on the discretion of Visitor Services staff and/or guides, available resources and staffing, and/or any safety protocols outlined in these Terms and Conditions or put in place by WHPA.**
- g. Primary and secondary school groups who do not have the appropriate ratio of teachers and/or chaperones to students may have their tour or program(s) cancelled without refund.
- h. The Convener is responsible for any damage(s) to the premises (e.g., exhibits, galleries) and/or equipment (e.g., snowshoes, kicksleds) caused by their participants, anyone directly or indirectly associated with the group, and/or anyone who acts on their behalf during the time that they are on the premises. The Convener will be held financially responsible for repairs on a cost recovery basis, plus administrative fees.
- i. **The statues in the front Plaza are works of art and participants are not allowed to climb on or hang from them.**
- j. In the event of inclement weather, space will be made indoors for programming when possible.
- k. WHPA is not responsible for the damage to or the loss of any articles or items left at Wanuskewin prior to, during, or following the booking. All articles and items that are found at Wanuskewin will be kept for two (2) weeks; if the items are not claimed in that time, they will be donated or disposed of.
- l. WHPA reserves the right to refuse bookings that promote values that contradict WHPA's mandate.
- m. Smudging or similar activities require pre-authorization from WHPA, and any fire suppression charges incurred as a result of these activities may result in extra charges, notwithstanding advanced notification.
- n. Some programming options expose tour groups to an open fire. Teachers and/or chaperones must communicate with their participants on how to act in a safe manner and not expose themselves or others to harm or danger when around an open fire. WHPA does not assume liability in the case of loss of life or injury from the use of an open fire. Accountability and responsibility is placed solely on the Convener, teachers, and/or chaperones—please refer to Section 1(e).
- o. WHPA does not assume liability for loss of life or injury as a result of unauthorized fire usage in the Tipi Village.
- p. 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.
- q. The Convener, teachers, and/or chaperones acknowledge that snowshoeing and kicksledding are activities with inherent risks of injury to persons and property. The Convener assumes accountability and responsibility for the safety and well-being of their participants with these activities. WHPA does not assume liability for injury to persons and property due to equipment rentals.
- r. Liability or failure to meet the Terms and Conditions remains the responsibility of the Convener named in these Terms and Conditions.

2. FOOD AND PRE-ORDERS

- a. **In order to utilize the Restaurant for group bookings, a pre-order must be requested at the time of booking.**
- b. Pre-orders may be suspended at any time on the discretion of WHPA. Contact the Visitor Services Coordinator for updated information on pre-order availability.
- c. **Pre-orders must be placed with the Visitor Services Coordinator at least five (5) business days prior to the date of the tour.**
- d. WHPA requires at least forty-eight (48) hours notice before the booking date to make changes to the pre-order; requested changes will be accommodated when possible. **Changes to the pre-order cannot be made less than forty-eight (48) hours before the booking date.**

- e. The Convener will be charged for the guaranteed pre-order amount and a Square invoice will be sent for payment. Any orders added the day of the booking must be paid at the Restaurant till and is subject to the discretion of the Restaurant staff.
- f. Payment for pre-orders must be remitted by the Convener in a lump sum at least two (2) business days prior to the tour date. Contact the Visitor Services Coordinator for alternative payment options.
- g. **WHPA supports the practice of students bringing school lunches while at Wanuskewin**, but is not liable or responsible for any illness or injury as a result of outside food that is brought on site. Outside food cannot be consumed in the Restaurant, Exhibits, Art Galleries, or in meeting rooms.
- h. When eating bagged lunches, the Convener, teachers, and/or chaperones are responsible for ensuring that all garbage is disposed of properly in one of the garbage cans in the Visitor Centre, on the Trails, or by the Playground, or that garbage is packed out if no garbage cans are immediately available.
- i. WHPA does not assume liability for loss of life or injury during programming when cooking over an open fire in Wanuskewin's Tipi Village. The Convener, teachers, and/or chaperones assume accountability and responsibility for the safety and well-being of their participants.
- j. WHPA does not allow groups to bring their own bannock dough to cook over an open fire. This policy is withstanding as we offer a program of a similar nature.

3. LIQUOR AND DRUGS

- a. WHPA has a strict no alcohol or drugs policy. **Alcohol, marijuana, and illegal drugs are not permitted under any circumstances.** Failure to comply with this policy will result in the immediate removal of the Convener and/or their group at any time, without refund.

4. 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 more than the guaranteed number of participants show up to the tour and an additional guide is needed to handle the group's capacity, WHPA will charge for a second group.

5. 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.

6. TOUR GROUP CANCELLATIONS

- a. If cancellations are received seven (7) or more business days before the date of the booking, deposits are refundable, minus any costs already incurred by WHPA.
- b. If cancellations are received less than seven (7) business days before the date of the booking, 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.

7. EXHIBITS AND GALLERIES

- a. Exhibition installations may be underway during the day of the booking. These installations may necessitate the closure or restriction of access to certain galleries or sections of Wanuskewin. The schedule of installations may not be known at the time of booking; as a result, WHPA reserves the right to restrict or change exhibit or gallery access at any time.
- b. No food or beverages are allowed in the exhibits or the galleries at any time.

8. 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.

9. BUILDING EXITS

- a. No portion of any passageway or exit will be obstructed in any manner by the Convener, their participants, or anyone directly or indirectly associated with or employed by the Convener. No exit door shall be locked, blocked, or bolted in any manner by the Convener, their participants, or anyone directly or indirectly associated with or employed by the Convener. The Convener and anyone who acts on their behalf may be liable while the tour group is at Wanuskewin. All designated exits must be visible at all times.

10. DOMESTICATED ANIMALS, WILDLIFE, PLANTS, AND BISON

- a. The Convener, its guests, and anyone directly or indirectly associated with or employed by the Convener shall not touch, entice, pet or attempt to pet, harass, or feed wildlife within the park or the bison on site.
- b. The Convener, its guests, and anyone directly or indirectly associated with or employed by the Convener shall not hunt, disturb, hold in captivity, or destroy any wildlife within the park or the bison on site.

- c. The Convener, its guests, and anyone directly or indirectly associated with or employed by the Convener shall not forage, consume, harvest, gather, collect, pick, or remove any plants, trees, flora, or natural objects from within the park, or move any plants, trees, flora, or natural objects from where they naturally occur.
- d. The Convener, its guests, and anyone directly or indirectly associated with the Convener shall not plant, bury, or add any plants, trees, flora, or natural objects to the site.
- e. The Convener, its guests, and anyone directly or indirectly associated with the Convener is strictly prohibited from releasing or spreading any non-decomposable items, or items that may damage the environment or wildlife (e.g., balloons, plastic flowers, paper lanterns, gum, etc.).
- f. WHPA is not responsible for any loss of life or injury as a result of the wildlife or bison, or as a result of consumption or contact with any plants or fauna at Wanuskewin.
- g. **WHPA has a strict no pets policy on site** for the protection of wildlife, plants, bison, and the pets themselves. Failure to comply with this policy may result in the immediate removal of the Convener and/or their group at any time, without refund.
- h. The only exception to Section 11(g) is for service animals who are trained to perform a specific task related to a disability or medical condition, in compliance with the *Saskatchewan Human Rights Code*. Emotional support animals and therapy animals are not considered service animals. Please see the *Saskatchewan Human Rights Code* for more information on this policy (<https://saskatchewanhumanrights.ca/wp-content/uploads/2020/03/PolicyOnServiceAnimals.pdf>).

11. 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.

12. HAZARDOUS MATERIAL

- a. The Convener agrees not to bring on to the property of Wanuskewin any material, substance, equipment, or object which is likely to endanger the life of or cause bodily injury to any person, property, or wildlife on site.

13. 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 to arrival or while on site.

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.