



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

Form with fields: Last, First, Street, City, Province, Country, Postal Code, Telephone, Email, Emergency Contact Name and Phone Number

TO: EDMONTON PRIDE FLOAT (the "OPERATOR") and THE MANUFACTURERS AND DISTRIBUTORS OF THE EQUIPMENT USED IN RIVER FLOAT ACTIVITIES, and their respective directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

DEFINITIONS

In this Release Agreement the term "river float event activities" shall include all activities, events or services provided, arranged, organized, sponsored or authorized by the Operators, including but not limited to: river rafting; swimming; floating; event safety orientation and instruction; transportation or travel to and from the river; loading and unloading of vehicles, rafts, tubes, kayaks or any non-motorized boat; climbing or walking on rocks and slopes; portaging (carrying the river craft between water sites); and all other such related activities.

ASSUMPTION OF RISKS

I am aware that my participation in river float event activities involves many risks, dangers and hazards, which could result in damage, loss, physical injury or death. Some of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, fatigue, lack of fitness or conditioning. I understand that my participation in river float event activities may involve accidents which occur during transportation or travel to and from the river; the overturning or upsetting of river tubes, kayaks, rafts or any non-motorized boat due to sudden and unexpected movements of the river craft; entrapment by trees, logs, rocks or equipment; impact or collision with rocks, trees, logs, deadfalls, other vessels, and other boating equipment; encounters with domestic or wild animals; high winds; overexposure to sunlight; equipment failure; variations in water conditions, surfaces and currents; and negligence of other boaters and rafters; becoming lost or separated from the guide or party; and negligence of other participants.
• Premises: defective, dangerous or unsafe condition of the facilities; trips and falls; collisions with objects, obstacles, equipment or persons.
• Use of Equipment (Provided as Rental or by Participant): mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.
• Advice: negligent advice regarding river float event activities.
• My conduct and conduct of other persons: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks, dangers and hazards of river float event activities, some of which are referred to above.

Despite the risks, dangers and hazards of river float event activities, and fully understanding such risks, dangers and hazards, I wish to participate in river float event activities with the Operator, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting

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## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in river float event activities and permitting my use of their equipment, facilities and services, I hereby agree as follows:

- 1. TO 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 loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in river float event activities DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
  - negligence on the part of the Releasees;
  - breach of contract by the Releasees;
  - breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
  - breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.A. 2000, c. 0-4, on the part of the Releasees; and
  - the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of river float event activities, some of which are referred to in the Assumption of Risks section of this Agreement.
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in river float event activities.
- 3.** 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.

### SAFETY:

I am familiar with the proper use of the equipment. I am aware that there are river float event staff available to answer any questions I may have as to any safety issues arising out of the river float event activities including the proper use of any equipment. I am aware that there will be lifeguards and events staff present while on the river, and should an issue arise that needs medical attention, I will signal to those respective personnel to ensure I am treated accordingly.

I acknowledge that I am required to wear an approved lifejacket while participating in the river float event activities. Instruction as to the proper use of the lifejacket is available from the event staff.

I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with river float event activities.

I acknowledge that there is zero tolerance for alcohol and marijuana to be used while partaking in the river float event activities. I understand that I will be denied participation in the river float event activities if I am suspected of arriving to the event intoxicated or under the influence of marijuana.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of river float event activities other than what is set forth in this Agreement.

### INSURANCE:

I am aware that the Releasees do not provide me with any disability, accident, accidental death, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in river float event activities.

### PHOTO RELEASE:

I consent to photographs being taken of me during my participation in river float event activities, and to publication of the photographs by the Operators for advertising, promotional and marketing purposes.

### JURISDICTION:

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 Alberta, and I agree to attorn solely to the jurisdiction of the Courts of the Province of Alberta. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

Signature:	Date:
Please Print Name:	Witness: