RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

SOURDOUGH RIVER FESTIVAL — **AUGUST 20, 2023**

(THE "EVENT") — DATE OF EVENT

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the Event, **EACH OF THE UNDERSIGNED**, for themselves, their personal representatives, heirs, and next of kin, acknowledges, agrees and represents that they have, or will immediately upon entering the event, and will continuously thereafter, inspect event areas and event equipment and all portions thereof that they enter and with which they come in contact, and they do further warrant that their entry upon such event or areas, use of equipment and their participation, if any, in the event constitutes an acknowledgment that they have inspected such event area and equipment and that they find and accept the same as being safe and reasonably suited for the purposes of their use, and they further agree and warrant that if, at any time, they are in or about event areas and/or handling or using event equipment and they feel anything to be unsafe, they will immediately advise the officials of such and will leave the event areas and/or discontinue use of the event equipment.

THE UNDERSIGNED FURTHER:

1. **HEREBY RELEASES, WAIVES, FOREVER DISCHARGES AND COVENANTS NOT TO SUE** the Sourdough Raft Race Association (the "Promoter") and its officers, employees and assigns, participants in the Event or any subdivision thereof, any persons in any Event area, sponsors, advertisers, owner and lessees of premises used to conduct the event and each of them (collectively the "Releasees"), from all liability to the undersigned, their personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands made on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in or upon the Event area, and/or competing, officiating, observing, working for, or for any purpose participating in the Event;
2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the event area or in any way competing, officiating, observing or working for, or for any purpose participating in the Event and whether caused by the negligence of the Releasees or otherwise.
3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Event, whether caused by the**
4. negligence of Releasees or otherwise. **HEREBY ASSUMES FULL RESPONSIBILITY AND LIABILITY** for the undersigned's actions or omissions, and any loss, injury or damge to any persons or property which results from the undersigned's actions or omissions, whether negligent or otherwise, in connection with the undersigned's participation in the Event.
5. **EACH OF THE UNDERSIGNED** further expressly agrees that the forgoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Albertaand that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. **THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT,** further agrees that no oral representations, statement or inducements apart from the foregoing written agreement have been made.

WE THE UNDERSIGNED AGREE TO ABIDE BY THE FOLLOWING SAFETY RULES AND REGULATIONS:

A. Each participant will wear a Ministry of transportation (M.O.T.) Approved flotation device throughout the race.
B. Each raft will carry a safety rope that has a minimum diameter of 1/2" and that is at least 40 feet in length, one end of this rope must be firmly attached to the raft.
C. Slingshots, catapults, pressure pumps or other such devices will not be carried or used.
D. Removal or raft and rubble are the participant's responsibility.
E. The participants will not in any way interfere or impede the performance of the racing rafts.
F. Alcoholic beverages shall not be carried or consumed in Edmonton Parks or on the river.

PARTICIPANTS: I HAVE READ THIS RELEASE

PRINT NAME	SIGN NAME	PRINT NAME	SIGN NAME

PRINT NAME	SIGN NAME	PRINT NAME	SIGN NAME