



Riverfest 2019 River Rafting Release and Waiver of Liability Form

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!

In consideration of being permitted to participate in the 2019 Riverfest canoeing/rafting activity provided by EPCOR Utilities Inc. and its affiliates, employees, volunteers, sponsors, agents and contractors **and the River Valley Alliance** (collectively referred to as "EPCOR") on August 10, 2019 (the "Activity"), I acknowledge and agree that:

1. participating in the Activity carries with it certain risks, including **physical injury (including impact, environmental exposure [sun, water], hyperthermia or hypothermia, exhaustion and drowning), disability or death due to these risks which may result in social and economic losses.** These may result regardless of the care taken to avoid such occurrences. I AM AWARE OF THE RISKS, and I ASSUME ALL RISKS, ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITY.
2. I fully release and discharge EPCOR, its affiliates, and each of their respective officers, directors, employees, servants, agents, licensees, contractors, volunteers and assigns, from any and all claims, liabilities, legal proceedings, expenses or costs arising directly or indirectly from my participation in the Activity, including, without limitation, all loss or damage to property, loss of life and any injury to person whether or not foreseeable or contributed to by the acts, omissions, breach of contract or negligence (including the possibility that facilities, transportation, equipment, safety devices, instructions and/or rescue efforts provided by EPCOR, if any, are deficient) of any of EPCOR or others (collectively "Claims"); and I agree to indemnify, defend and hold harmless EPCOR from all Claims that EPCOR may suffer due to my participation in the Activity.
3. I understand that I AM AGREEING NOT TO SUE EPCOR for any loss, injury, costs or damages of any form or type, howsoever caused or arising, whether directly or indirectly from the participation in the Activity by me.

I have read the above, and initialed: _____

Further, I represent and agree that:

4. I believe I am physically, emotionally and mentally able to participate in the Activity, and have disclosed or will disclose any physical, emotional or mental impediment to EPCOR which I believe may interfere with my participation in the Activity.
5. I will comply with all of the following conditions for participation and directions given by EPCOR concerning the Activity and I understand that the sole responsibility for the personal safety of mine and those for whom I am legally responsible remains with me.
6. I accept full responsibility for the care of the equipment provided by EPCOR for the Activity ("the Equipment") and I agree to pay for any damage to the Equipment and to replace at full retail value any Equipment not returned. I am familiar with the proper use of the Equipment and I understand that the EPCOR personnel providing me with the Equipment are able to answer any questions I may have as to the use of the Equipment.
7. I grant EPCOR the right to photograph, videotape or otherwise use my name, face, voice or appearance in any form in connection with publicity, advertising and promotional materials related to the Activity, free of charge without limitation or restriction.
8. I acknowledge and agree that this agreement is binding on my heirs, assigns, executors, administrators and personal representatives.

I have read this Release and Waiver and understand its contents. Parents/guardians are to include the names of minor participants and sign for them below.

First and Last Name:	Signature:	First and Last Name:	Signature:
1.		4.	
2.		5.	
3.		6.	

Riverfest 2019 River Rafting

Conditions for Participation

A breach or suspected breach of any of these conditions may, in EPCOR's discretion, result in a participant to be excluded and removed from the activity:

- Personal floatation devices/life jackets must be worn at all times
- Participants must meet RiverFest requirements for personal floatation devices/life jackets
- Participants must not steal, damage or lose, or do anything that could result in damage or loss to, equipment used in the activity
- Participants must not damage, or do anything that could result in damage to, the environment in which the activity takes place
- No alcohol, cannabis, narcotics or tobacco are permitted - anyone suspected of being under the influence of alcohol, cannabis or narcotics will be denied access and/or removed from the activity
- Unruly, offensive, unsafe or illegal behaviour is not allowed
- Participants must not do anything that would threaten or harm themselves, any other participant or any event employees, volunteers or other personnel
- Participants must not do anything that would threaten or harm the RiverFest event, EPCOR, the River Valley Alliance, or any other person, including harm to reputation
- No water guns or other weapons are permitted on the river or in watercraft
- If a participant's physical characteristics prevent him or her from carrying up to 45 lbs, walking over uneven terrain or sitting for up to 2 hours, he or she may not be suitable to participate
- Adult participants must exercise reasonable care for the safety of minors for whom they are responsible
- Participants must follow the directions of RiverFest, EPCOR, River Valley Alliance, or other organizing entities' personnel, volunteers and agents