## **Terms & Conditions**

## **General Festival Terms & Conditions**

- You agree to act responsibility at all times in respect of your own safety and in respect of the safety
  of others.
- You agree not to take part in any event whilst under the influence of alcohol or drugs.
- You agree to advise us of any medical conditions or allergies to ensure that you receive the appropriate care in the event of an accident.
- You agree to give consent for the organisers of the Festival to photograph, film or take other images provided that any images or film will only be used for promotional or reporting purposes as well as on the organisers' and sponsors' websites.
- For the River Race & River Float activities, an itinerary along with joining information will be sent out to you approximately 2 weeks before the event.
- In the event of any questions, please contact us by email: <a href="mailto:rotary5rf@gmail.com">rotary5rf@gmail.com</a>. Please check each event for specific contact details.
- Should you need to post any documents to us, please use the address: Rotary Five Rivers Festival, c/o Salisbury BID, 24-26, A2Z House, Milford St, Salisbury SP1 2AP.

## Agreement, Waiver, Release of Claims, Warning and Assumption of Risk

You will be required to sign and return prior to taking part an agreement/waiver/disclaimer in relation to each Festival Event you take part in (i.e. the River Float or River Race). The key elements of that document are detailed below and they are provided at this point as you need to be sure that you are happy with the terms prior to signing up (no refunds will be provided later on).

The key element of the document should be read carefully as it HAS LEGAL CONSEQUENCES, WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE CLAIMS.

Your signature on the document confirms you:-

- Acknowledge that these events represent physical activities which carry with them an inherent risk of physical injury that cannot be eliminated completely.
- Expressly, knowingly and voluntarily assume all of the risks of participating in the Festival Events, understanding and acknowledging that these risks include, but are not limited to: falls, contact or collision with personnel, contact or collision with other participants, contact with natural and manmade fixed objects and the possible contraction of Weil's disease (water based events only).
- Understand and acknowledge that these risks may cause harms including, but not limited to: bodily injury, ranging from minor to severe.
- Understand that the risks of participating in such events may be caused in whole or in part by your own actions or inactions; the actions or inactions of other participants; and/or the acts, inactions, or negligence of the Released Parties (as defined below).
- Expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that you incur as a result of participating in the events.
- Understand that you are not to take part in any events if you are pregnant, disabled, or have recently suffered an injury or impairment.
- Agree that it is your responsibility to determine whether you are sufficiently fit and healthy to safely
  participate in any activity for which you have applied.
- Hereby represent that you are, and indeed on 27 May 2019 will be, in good health and in proper
  physical condition to safely participate in any chosen events. I certify that I have no known or
  knowable physical conditions that would affect my ability to safely participate in any event that
  would result in my participation creating a risk of danger to myself or others. I further certify that I
  have not been advised or cautioned otherwise by a medical examiner.
- Understand that the events of the Festival represent physical activities and that it is your
  responsibility to monitor your own physical condition during the event, agreeing to withdraw
  immediately and notify personnel if at any point your continued participation would create a risk of
  danger to yourself or to others.

- Understand that any insurance carried by Salisbury Rotary Club and/or other organising group in respect of any liability which might arise out of the Festival will be limited and unlikely to cover you for your losses, liabilities or personal injury.
- Agree not to make a claim against Salisbury Rotary Club and/or any event organiser and/or their
  respective officers or agents in respect of any loss or injury suffered by me during the Festival and
  you agree to indemnify them against their costs and losses arising out of any claim made against
  them by anyone to the extent that such costs and losses are attributable directly or indirectly to
  your participation in the Festival.
- Agree to abide by all the rules, directions, instructions decisions and any other information given by the organisers of the events.
- Agree to exhibit appropriate behaviour at all times, to demonstrate respect for all people, equipment and facilities and to participate with a cooperative and positive attitude.
- Understand that the organisers may immediately dismiss anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour endangers safety or negatively affects a person, facility, or property of any type or kind.

## **Specific River Race Terms & Conditions**

- To take part, you must be at least 16 years of age and a competent swimmer. This is a requirement of the event's insurance.
- You agree to wear suitable clothing including footwear to keep you suitably protected during the event. Protective eyewear such as goggles is also recommended.
- You agree to keep yourself warm in between each of your races.
- Fancy dress is not permitted.
- There is a very slight risk of catching Leptospirosis or Weil's disease from the river. You agree:
  - o NOT to take part in the event if you have any open wounds.
  - o To seal appropriately any minor cuts or grazes prior to taking part.
  - To shower/hose off after each race.
  - To go to see your GP in the event that you suffer from a high temperature, an influenzatype illness and/or muscle pains shortly after the vent. You also agree to tell your doctor that you have recently undertaken water activities and ask if you can have a blood test for Weil's Disease.
- You agree to act responsibly in and around the river at all times in relation to yourself, fellow participants, wildlife and the river's natural habitat.
- You agree NOT to enter the river at any time under the influence of either alcohol or drugs.
- A race itinerary along with joining literature will follow about two weeks before the event.