



# Flagfest River Float

*Sponsored by:*



**General Information:** River Float begins Sunday, June 9, 2019 at 11:00 AM at Stolley’s Park river entrance traveling to West Leach Park. **Pre-Registration is required.** Check In will be at 10:00 AM on Sunday, June 9, 2019.

**Rules:**

1. Event organizers reserve the right to modify the float or cancel due to the conditions deemed too dangerous for the river float. Listen to area media for updates.
2. Person Floatation Devices (PEDs-life jackets) are required by law to be worn at all times by participants and must be appropriately sized. It is the responsibility of the participants to supply appropriately-sized life jacket for themselves.
3. Canoes and Kayaks – allowed on the river for the river float – no inflatables.
4. Each participant under the age of 18 must have a parent/guardian accompany per canoe or kayaks.
5. Footwear recommended for portage locations.

**Registration:**

1. Registration deadline: Thursday, May 30, 2019. **Pre- Registration Required!**
2. Registration fee: \$0.00 per person - FREE
3. To pre-register, complete the form below and mail it by May 30, 2019 to Spencer Chamber of Commerce.

Spencer Chamber of Commerce  
 Attn: River Float  
 1805 Highway Blvd  
 Spencer, Iowa 51301

**Please Print:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/St./Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/St./Zip \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Signature of Participants (as it applies to waiver of liability described in attachment):

1. \_\_\_\_\_
2. \_\_\_\_\_

**Please Print for Support Crew:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St/Zip \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St./Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Signature of Support Crew (as it applies to waiver of liability described in attachment):**

1. \_\_\_\_\_ 2. \_\_\_\_\_

**Waiver of Liability & Release:**

This Release and Waiver of Liability (the "Release") is executed by \_\_\_\_\_ (the participant) in favor of the Spencer Chamber of Commerce, Clay County Conservation, Clay County City of Spencer, Spencer Parks Department any federal, state, count, city or other agencies, partners, land owners whose land boarder the route, volunteers, coordinators, sponsors, and any of the offices, servants, agents and employees of the aforementioned entities (hereinafter referred to as "Releases").

**Release and Waiver:**

Release, Waiver, and Indemnification Agreement: The participant does hereby release, forever discharge, covenant not to sue, and hold harmless and indemnify the Releases from any and all liability, claims, and demands of whatever kind or nature, either in law or equity, including claims of the participant, the participant's spouse, or third parties which arise or may hereafter arise from the participant's participation in the River Float event.

**Insurance:**

The participant understands that the Releases do not carry or maintain health, medical, or disability insurance coverage for any participant. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH INSURANCE COVERGE.

**Photographic Release:**

Participant does hereby grant and convey unto Spencer Chamber of Commerce all right, title and interest in any and all photographic images and video or audio recordings made by Spencer Chamber of Commerce during the River Float Event, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other:**

Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Iowa, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Iowa. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of clause or

provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**The participant and parent/legal guardian, by signing below, also agree to the following:**

1. Personal Floatation Devices (PEDs – life jackets) are required to be worn at all times when participants are in a vessel on the water. Children require appropriately-sized PFDs. It is the responsibility of the participants to supply appropriately-sized PFDs for themselves.
2. All participants must portage around all low-head dams (footwear recommended).
3. If paddling a multi-passenger vessel, all persons under the age of 18 must be accompanied by a parent or legal guardian in said vessel.
4. If paddling a vessel solo, all persons must be 18 or over.

**By signing this Release and Waiver of Liability, I state that I have read and understand the conditions set forth in this Release and that I agree to all conditions set forth herein, and that I sign this voluntarily.**

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year written below.

\_\_\_\_\_  
**Signature of Participant                                  Printed name of Participant                                  Date**

I/we \_\_\_\_\_ (name (s) of parent/legal guardian) authorize  
\_\_\_\_\_ (name of child) to be accompanied on the trip by  
\_\_\_\_\_ (name of authorized adult companion).

\_\_\_\_\_  
**Signature (s) of Parent/Legal Guardian                                  Printed Name (s) of Parent/Legal Guardian                                  Date**

\_\_\_\_\_  
**Signature of Authorized Adult Companion                                  Printed Name of Authorized Adult Companion                                  Date**