



## Block Party Program Waiver of Liability and Release

By completing, signing, and submitting this form, I agree to the following:

1. I assume full responsibility for any injuries to myself, attendees, and any other third-party or damages to personal or public property resulting from my use of the street/park/space for the Block Party and specifically that:
  - (a) I will take all reasonable precautions and use my best judgment in all aspects of the Block Party to prevent injury or death of myself, attendees, and any other third-party; and,
  - (b) I will take all reasonable precautions and use my best judgment in all aspects of the Block Party to prevent damage to any private or public property; and,
  - (c) I recognize and appreciate the potential dangers of hosting a Block Party using the street/park/space and do hereby release, waive, and forever discharge the Town of Drumheller, its officers, agents, and employees from and against any and all claims, demands, actions, or causes of action for costs, expenses, or damages to public and/or personal property or personal injury or death, which may result from the closure of the address on the date identified on the block party application form; and,
  - (d) I shall indemnify and hold harmless the Town of Drumheller from and against any and all claims, actions, damages, demands or liabilities from any third-party to which the Town of Drumheller may be put as a result of the closure of the address on the date identified on this form, and the Town of Drumheller shall be entitled to recover from me any claims, amounts, costs, charges, damages, and expenses it may incur as a result of the closure of the address on the date identified on this form.
2. I shall purchase Local Community General Liability Insurance for the Block Party at the address and date specified on the application form. The Town of Drumheller will be stated as First Loss Payable on said insurance. I further acknowledge I am aware that said insurance does not provide coverage to events that serve alcohol, or that include swimming pools, bounce-houses, or other high-risk activities that could cause personal injury or death.
3. I understand that this application and any accompanying information is public record that is accessible by the public. This application will be made available for viewing upon request from the office of the Chief Administrative Officer.
4. I acknowledge that I am only eligible for use of this street/park/space for a Block Party if approved before the indicated date with the following other conditions:
  - (a) If a street closure has been approved, one lane must be left open so that emergency vehicles may continue to have access; and,
  - (b) alcohol can only be served and consumed on private property, those found consuming alcohol on the street, or any other public land or space may face prosecution for consuming alcohol in public, and serving liquor at the event will negate any insurance coverage provided; and,
  - (c) a Special Event Permit must be issued for events that serve/sell alcohol on public land and may require an alcohol permit and additional insurance.
  - (d) I shall comply with and adhere to the Town of Drumheller Community Standards Bylaw #06.19, which states:
    - (i) "A Person shall not cause or permit any noise that annoys or disturbs the peace of any other Person and No Person shall operate sound amplifying equipment from any Premises, park or outer public space which may be heard in a residential building between the hours of 10:00pm and 7:00am on a weekday and from 10:00pm to 9:00am on a weekend"; and,
    - (ii) "A Person may make a written application to the office of the Chief Administrative Officer for a temporary permit allowing for noise or sounds levels that would otherwise violate this Bylaw."
  - (e) I acknowledge that I am subject to any penalties for violating any provision of the Community Standards Bylaw #06.19 and that I may review the Community Standards Bylaw #06.19 for further details.
5. This Waiver of Liability and Release binds myself, heirs, executors, administrators, and assigns.
6. I have read and understood this Waiver of Liability and Release, agreeing to be legally bound by it.

Organizer Signature: \_\_\_\_\_ Date: (yyyy/mm/dd): \_\_\_\_\_