

## Riverview Park and Zoo

1230 Water Street North P.O. Box 4125 Peterborough, Ontario K9J 6Z5



## Facility Use/Group Event Liability Waiver and Disclaimer

WHEREAS the Peterborough Utilities Commission, a Municipal Service Board of the City of Peterborough, is the owner of the lands and premises known as RIVERVIEW PARK AND ZOO, which are operated by Peterborough Utilities Services Inc., all of which are hereafter referred to as RIVERVIEW PARK AND ZOO;

WHEREAS, the organizers, directors, employees, and volunteers associated with RIVERVIEW PARK AND ZOO may be requested to arrange, or otherwise make available, food, meeting rooms, and/or transportation (the "Use and Enjoyment") for the undersigned personally or for members of a Group of which the undersigned is a representative (the "Group"), in connection with the use of RIVERVIEW PARK AND ZOO facilities;

WHEREAS, the undersigned and/or the Group acknowledges that they will be responsible for their actions and omissions in connection with any use and enjoyment of RIVERVIEW PARK AND ZOO facilities, including, specifically, any damage to property or personal injury, and that none of them will act as agents of RIVERVIEW PARK AND ZOO or any individuals associated with RIVERVIEW PARK AND ZOO and;

WHEREAS, in order for the undersigned and/or the Group to avail themselves of the services and facilities of RIVERVIEW PARK AND ZOO, the undersigned and/or Group hereby agree to be bound by this waiver and disclaimer.

NOW, THEREFORE, in connection with the undersigned's and/or the Group's activities, use, and/or enjoyment at RIVERVIEW PARK AND ZOO, the undersigned and/or the Group release, and waive any and all claims against, RIVERVIEW PARK AND ZOO, its administration, directors, employees, and volunteers arising from the use and enjoyment of RIVERVIEW PARK AND ZOO or the conduct of the activities of the undersigned and/or the Group at RIVERVIEW PARK AND ZOO. In addition, the undersigned and/or the Group shall be liable for any actions or omissions of the undersigned and/or the Group which may occur in connection with, or at, RIVERVIEW PARK AND ZOO which may result in injury, loss or damage to property or persons or otherwise. The undersigned and/or the Group will indemnify and hold RIVERVIEW PARK AND ZOO harmless from and against any and all losses, damages, expenses and claims, including contracting COVID-19 virus as a result of your gathering, associated with the actions or omissions of the undersigned and/or the Group, except that the undersigned will have no obligation to indemnify the Organization to the extent that any claim of a third party arises solely from the intentional and willful misconduct of RIVERVIEW PARK AND ZOO.

This document shall be binding upon the heirs, representatives, successors and assigns of the undersigned and/or the Group and shall be construed in accordance with the laws of the Province of Ontario. If any provision in this document is held to be unenforceable, it is agreed that the remaining provisions hereof shall continue in full force and effect.

I have carefully read this contract and I agree that our Group will abide by the terms and conditions of the Riverview Park and Zoo.

Name	Signature	
(Please Prir	<u> </u>	
Organization	Date	
		(vvvv/mm/dd)



Riverview Park and Zoo is a proud member of Canada's Accredited Zoos and Aquariums - Aquariums et Zoos Accrédités du Canada (**CAZA-AZAC**), an organization that promotes the welfare of animals, and encourages the advancement and improvement of zoological parks, aquariums, and related animal exhibits in Canada as humane agencies of recreation, education, conservation, and science.