



**SPIRIT OF THE RIVER TORCH
LOAN APPLICATION**

NAME:		
ORGANIZATION:		
ADDRESS:		
TELEPHONE:	Work:	Home:
CONTACT:		Phone:
DESCRIPTION OF EVENT & EVENT LOCATION:		
INTENDED USE OF TORCH:		
ORGANIZORS WHO HAVE COMPLETED TORCH ORIENTATION:		
DATE & TIME TO BE PICKED UP:		DATE & TIME TO BE RETURNED:
DEPOSIT REQUIRED: \$250.00 RECEIPT NO.:		
NOTED DAMAGE:		

The applicant agrees to inform all responsible officials associated with the organization of the preceding terms.

SIGNED AND WITNESS THIS: _____ day of _____ 20

Witness

Signature of Applicant

Print Name

Address

APPROVED:

Name and Title of City Official

Date

Signature of City Official

SPIRIT OF THE RIVER TORCH LOANING POLICY

The City of Campbell River may loan out equipment from time to time recognize Community Organizations by permitting the use of the Community Torch, Spirit of the River. In order to qualify for the use of the Spirit of the River the following criteria and conditions of use must be met:

CRITERIA

- a) Requests for use of the torch will be in writing.
- b) At least one week's notice will be given when making a request.
- c) Requesting organizations must be based in Campbell River and holding a public event or significant community ceremony, inviting members of Council or a City official.
- d) Requesting organizations must be not-for-profit groups.

Note:

The City of Campbell River reserves the right to deny a request that does not meet the criteria set out in the Spirit of Campbell River loan policy.

CONDITIONS OF USE

- a) The Torch flame will only be used outdoors, by a person 19 years of age or older.
- b) The person responsible for borrowing the Spirit of the River is an adult and is responsible for the care of the all of the items associated with the Spirit of the River torch as well as the torch. This person's organization will be financially responsible for all damage / loss and will be billed accordingly. This person will have also agreed to sign a liability waiver.
- c) A Security Deposit of \$250 is required.
- d) The torch and associated items must be returned on the agreed date. (Failure to do so may result in the loss of the security deposit).
- e) The applicant will assume all liability relating to the use of the Spirit of the River and will provide Third Party Liability Insurance for \$2 Million, with the City of Campbell River named as an additional insured.
- f) The applicant will complete torch safety orientation.
- g) The torch and flame mechanism will be displayed on a table on the dedicated rack and stored and transported in the dedicated case(s). After use, the torch will cool for at least 10 minutes before transport.
- h) The torch bearer shall not be wearing hair spray and shall maintain the torch in a safe manner that does not pose a burn risk to people or property. The torch bearer shall also be aware of the weight of the torch and size of the flame and understands that wind conditions can redirect the flame. In windy conditions, it is not advisable to light and carry the torch. In this case, it is recommended to have the burning torch displayed on a table instead.



APPENDIX B

**City of Campbell River
RELEASE OF LIABILITY**

**BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE-PLEASE READ CAREFULLY**

To: City of Campbell River and its employees, officers, agents, affiliated community associations and volunteers (collectively, the “City of Campbell River”)

Re: Spirit of the River (the torch)

Awareness of Risk

I acknowledge that there are risks associated with use of the Spirit of Campbell River torch. I have informed myself and understand the risks associated with use of the torch (where applicable) including the risk of personal injury, and freely accept these risks.

I understand that I am free to withdraw from using the torch at any time.

I acknowledge that City staff may limit my access to the torch in the event of any misuse of the torch or misconduct on my part.

I am not aware of any medical condition that would affect my ability to use the torch. If I have any concerns about my medical condition, I will consult with my physician before using the torch. I am aware that use of the torch involves many inherent risks, dangers and hazards, including but not limited to: changing weather conditions, equipment failure, burns, blunt force trauma, and negligence of others.

RELEASE and WAIVER

In consideration of the acceptance of my temporary use of the torch, I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf, **covenant not to sue**, and hereby **waive, release and discharge** the City of Campbell River, and anyone acting for or on the City of Campbell River’s behalf, from **any and all claims of liability** for personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained in the course of my use of the torch. This Release and Waiver applies to all claims, foreseen or unforeseen, including negligence and breach of statutory or other duty of care (including that owed under the *Occupier’s Liability Act*).

I have read and understand this agreement and I recognize that by signing this document I am waiving certain legal rights, including the right to sue.

Participant Signature

Witness Signature

Participant Name

Witness Name (Please Print)

Date