Rotary Club of West El Paso Independence Day Parade Entry Form

To register for the Rotary Club of West El Paso Independence Day Parade 2023, please go to july4parade.com, and sign up online.

If you prefer, you can print this form and mail it, with entry fee of \$40, if applicable, no later than June 27, 2023 to:

Independence Day Parade Rotary Club of West El Paso PO Box 13164 El Paso, TX 79913

Club, Business, Organization, Group or Individual **Organization Type** ___ Nonprofit 501(c) (3) (free) ___ Youth (free) __ Church (free) __ Military or Veteran (free) __ Other - Please submit \$40 entry fee Contact Name and Title _____ Email _____ Phone _____ Address _____ State _____ Zip _ _____ Entry Type __ Single Vehicle __ Vehicle Procession __ Motorized Float - Max 20'high x 30'long __ Horse Drawn Float __ Mounted Horse Unit __ Marching Band __ Walking Group **Detailed Description**

WAIVER OF LIABILITY INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The State of Texas, County of El Paso KNOWN ALL BY THESE PRESENTS:

For the consideration of the privileges of participation in the 2022 Rotary Club of West El Paso Independence Day Parade on July 4, 2022 sponsored through the City of El Paso Moving Event Sponsorship Program, the above identified PARTICIPANT REPRESENTATIVE representing an individual, a family or group of associated individuals or formally organized groups such as a club, business or other organization (hereafter referred to either individually or collectively as "PARTICIPANT"), his, her, or its predecessors, successors, assigns, heirs, executors, administrators, and legal representatives, does hereby agree to release, indemnify, and hold harmless the Rotary Club of West El Paso and Rotary Club of West El Paso Foundation (hereafter referred to as "RCWEP") its directors, officers, officials, and members, from and against any and all liability, suits, loses, damages, cause of action, including all attorney fees and costs, for death, or injury of any person, or for damage to, or loss of use of any property arising out of or in connection with PARTICIPANT'S participation in the above-described activity. Such release and indemnity shall apply whether the claims, suits, losses, damages, cause of action or liability, arise in whole or in part from the negligence of RCWEP, or any of its directors, officers or members. It is the expressed intention of the parties hereto, both RCWEP and PARTICIPANT, that the release of claims and indemnity provided for in this paragraph also applies to RCWEP's own negligence, whether that negligence is the sole or proximate cause of the injury, death or damage. Also, it is understood by PARTICIPANT that such indemnity will indemnify and protect RCWEP from liability, claims, suits, losses, damages or cause of action due to the negligence, error or omission of PARTICIPANT, or the negligence, error or omission of any other person(s).

PARADE SAFETY RULES

The PARTICIPANT expressly acknowledges that the activities of the parade (including pre-and-post parade activities) may be dangerous and may involve the risk of serious injury, death, dismemberment and/or property damage from hazards both known and unknown.

PARTICIPANT agrees to abide by the safety rules of the parade and will require all their associated members to use good safety precautions during parade activities.

Each PARTICIPANT acknowledges that the owner's insurance coverage for all vehicles entered in the parade will be primary.

PARTICIPANT acknowledges the following safety rules:

 Absolutely nothing may be thrown, such as candy or trinkets, or sprayed into the crowd at any time during the parade including liquid either thrown from buckets or squirted from water pistols. This applies to everyone, including those who ride and those who walk.

- No firearms, even using blanks, may be discharged during the parade.
- Every PARTICIPANT must maintain a minimum 30-foot safe following distance between entries (50 foot if following an entrant with children under the age of 12).
- Every PARTICIPANT entering animals in the parade must provide sanitation services for their animals.
- Every PARTICIPANT will follow directives of parade safety monitors.
- This Waiver of Liability, Indemnification and Hold Harmless Agreement shall be governed by the laws of the State of Texas and jurisdiction shall be proper only in the County of El Paso, State of Texas. The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The PARTICIPANT REPRESENTATIVE identified above represents that he or she has authorization to execute this document on behalf of themselves and family members including minor children and/or their business/club/organization.

By signing below the PARTICIPANT REPRESENTATIVE identified above executed this document voluntarily and with full knowledge of its significance.

Accepted the	_ of	_, 2023		
Signature:				