

Pride on the River Boat Parade 2021 Application

OUR MISSION

To organize year-round events, culminating in an annual Pride event that celebrates members of the LGBTQ+ community in Tampa and the surrounding areas; championing our shared experiences, honoring our differences and strengthening our community.

RIGHT TO REFUSE

Tampa Pride, Inc. reserves the right to refuse any Tampa Pride 2021 Pride on the River Boat Parade application without liability. Receipt of your application and payment does not imply acceptance of your application. Applications will be considered incomplete and will be placed on hold if full payment is not made at the same time that the application is submitted. Upon approval of an application, a successful applicant will be notified via email of their acceptance and admission into the Parade.

I Agree to the Tampa Pride, Inc. Right to Refuse

Organization Person In Charge/Authorized Signer

Date

RIGHT TO DISMISS

Tampa Pride, Inc. reserves the right to refuse and dismiss your contingent's participation in the Parade on the day of the event if any of your vehicles do not satisfy the requirements stated herein, or if your contingent operates in a manner inconsistent with Tampa Pride, Inc.'s mission as stated above.

I Agree to the Tampa Pride, Inc. Right to Dismiss

Organization Person In Charge/Authorized Signer

Date

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CERTIFICATION OF IDENTITY

You certify that you are truthfully identifying yourself in your application. The organization's name you enter in this application must be that of the group participating in the Parade. You may not give, sell or share your spot in the Parade to any other group without prior written agreement from Tampa Pride, Inc. If you are an advertising agency or marketing company registering for one of your clients, you must indicate so and identify the participating organization. If you plan on displaying advertisers' logos and/or any other such visual displays other than those representing your organization, you must receive prior written approval from Tampa Pride, Inc.

I Agree to the Certification of Identity Requirement

Organization Person In Charge/Authorized Signer

Date

GRANT OF RIGHTS FOR PHOTOGRAPHY AND RECORDINGS

You and your representatives give Tampa Pride, Inc. and its designees permission to use your voice, image, or likeness as it appears in any photographic, audio, or video recording in any manner, for any purpose, and in all media in perpetuity. You release Tampa Pride, Inc. from any and all claims, actions and demands arising out of or in connection with the images, including without limitation any and all claims for invasion of privacy, publicity rights defamation, trademark rights and all other rights.

I Agree to the Tampa Pride, Inc. Grant of Rights for Photography and Recordings

Organization Person In Charge/Authorized Signer

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EVENT CANCELLATION POLICY

All participants understand that Tampa Pride, Inc. has no control over weather, acts of God, acts of terrorism, governmental intervention, or any other cause that may prevent, alter or interrupt the festival weekend, and that Tampa Pride, Inc. is not responsible for any losses that could arise because of such circumstances. Tampa Pride, Inc. does not refund fees due to weather, acts of God, acts of terrorism, or governmental intervention. Announcements regarding cancellation of any event will be made online at TampaPride.org and PrideOnTheRiver.org a minimum of two hours prior to the event start time.

I Agree to the Tampa Pride, Inc. Event
Cancellation Policy

Organization Person In Charge/Authorized Signer

Date

TAMPA PRIDE 2021 PRIDE ON THE RIVER BOAT PARADE ACCEPTANCE OF ENTRY REQUIREMENTS, PARADE RULES, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT *

A. In consideration of the acceptance of the entry to the Tampa Pride 2021 Pride on the River Boat Parade, I am an authorized representative and do hereby state the following:

1. "Agreement" shall refer to this acceptance of entry requirements, parade rules, liability release and hold harmless agreement.
2. "Released Party" shall refer to Tampa Pride, Inc. and include its past, present and future members, owners, employees, officers, directors, principals, parents, subsidiaries, affiliates, associated corporations, agents, partners, representatives, predecessors, heirs, legal representatives, successors and assigns.
3. "My Organization" shall refer to the applying group stated in this form and include, its past, present and future members, owners, employees, officers, directors, principals, parents, subsidiaries, affiliates, associated corporations, agents, partners, representatives, predecessors, heirs, legal representatives, successors and assigns.
4. "Event" shall refer to the TAMPA PRIDE 2021 Pride on the River Boat Parade and My Organization's participation in it, from My Organization's arrival at the location of the event to its departure from that location.
5. "Injury" shall refer to personal injury, bodily injury, death, property damage, and any other personal or financial loss sustained by My Organization that in any way results from, or is connected with, the Event.

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B. Acknowledgment:

1. I am at least 18 years of age and otherwise competent to sign the Agreement. I am a member of My Organization. I am specifically authorized to sign this Agreement on behalf of My Organization. My Organization is aware of this Agreement and agrees to be bound by its terms and conditions.
2. Participation in a large parade, such as the TAMPA PRIDE 2021 Pride on the River Boat Parade has inherent dangers requiring skill, concentration and attention by all participants. My Organization understands that no amount of care, caution, instruction or expertise can completely eliminate such dangers.
3. No individual in My Organization is suffering from any illness or physical disability that would affect his or her ability to safely participate in the Event.

C. Release, Assumption of Risk, Covenant Not to Sue, and Hold Harmless:

My Organization desires to participate in the Event. To do so, it voluntarily agrees to the following:

1. My Organization releases, waives, and discharges the Released Party to the full extent allowed by law, from any and all liability, claims, demands, or causes of action for Injury, however caused, even if caused by negligence, in whole or in part and in any form, of the Released Party.
2. My Organization expressly and voluntarily assumes all risk of Injury, to the full extent allowed by law, however caused, even if caused by the negligence, in whole or part and in any form, of the Released Party.
3. My Organization will not sue or make a claim against the Released Party for Injury and, if it violates this agreement by filing such a suit or making such a claim. My Organization will pay all attorneys' fees and legal costs of the Released Party.
4. My Organization will defend, indemnify, and hold harmless the Released Party from all claims, judgments and costs, including attorney's fees (to the limited extent that the defense and indemnity are not otherwise covered by collectible liability insurance), the event that someone suffers personal injury, bodily injury, death, or property damage as a result of My Organization's negligence, gross negligence, or willful misconduct in connection with the Event.

D. Termination, Applicable Law, and Severability:

1. My Organization agrees that this Agreement will apply to the Event and may only be terminated in writing.
2. My Organization understands that this Agreement is a contract. My Organization agrees that this Agreement shall be governed and construed in accordance with the laws of the State of Florida. All disputes arising under, in connection with, or incident to this Agreement shall be litigated, if at all, in the Thirteenth Judicial Circuit, Hillsborough County, Florida.
3. This Agreement is intended to be as broad and inclusive as is permitted by law. If any, article, paragraph, sentence or clause of this Agreement shall be deemed unenforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the

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remainder of the Agreement shall continue in full force and effect. I have been specifically authorized to enter into this Agreement on behalf of My Organization seeking entry into the Parade. My Organization is aware of the terms and conditions of the entry requirements, parade rules, liability release and hold harmless agreement, and agrees to be bound by the same.

I Agree to the Hold Harmless Agreement

Organization Person In Charge/Authorized Signer

Date

TAMPA PRIDE 2021 BOAT PARADE RULES *

I am an authorized representative and do hereby agree that I will review and share the parade rules with my organization. I will read, understand and print out if needed the Tampa Pride 2021 Parade Rules and confirm that we will follow these rules.

I Agree to the Tampa Pride Boat Parade Rules

Organization Person In Charge/Authorized Signer

Date

ENTRY FEE PAYMENT *

Upon completion of your application you verify that you have made your entry fee payment online at <https://prideontheriver.org>

I Affirm that payment has been submitted

Organization Person In Charge/Authorized Signer

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Boat Entry Numbers

- Display your boat entry number so it is visible from the starboard side of the vessel.
- Boats will line up in number order, where practical.
- You must sign a copy of the Captain's Safety Instructions below to receive your boat entry number.

Start Times

- All boats will congregate at the Seddon Channel near the Marriott Waterside Hotel.
- All boats must be in place by 3:30pm.
- Flotilla will proceed to Armature Works beginning at 4pm.
- No bridges will be opening.

Safety Instructions

- Stay in order where practical, parade will proceed at approximately 4 – 5 mph.
- **Do not allow gaps to form between boats, please pass slower moving boats. Gaps ruin the parade for spectators, as spectators think the parade is over and leave.**
- Keep gaps to a minimum, but also keep a safe distance.
- Stay out of the way of any commercial traffic, do not zig zag, keep a steady course and speed.
- Obey all safety and navigational rules on the water. Hillsborough County Sheriff and Tampa Police Marine Units will be on site for the parade.
- Parade may hold up for commercial traffic, be alert.
- All vessels to follow the lead boat provided by Tampa Water Taxi – Captain Larry Saulken

Docking

- Docking post-parade will be available at Armature Works docks, with additional docking available at Rick's on the River.
- Standard rates apply.

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ACCEPTANCE SIGNATURE *

I have read and understood the above application and the accompanying Boat Parade Rules, which are incorporated as part of this application. I will be responsible for my organization's understanding of the Parade Rules and Safety Officer Rules (all can be obtained from the checklist). I acknowledge that my organization may be excluded from participating in futures Parades and subject to ejection from the parade in progress, if there is not adherence to the Parade Rules. I am authorized by my organization to sign this agreement.

Organization Person In Charge/Authorized Signer

Date