

# TAMPA PRIDE 2023 Diversity Parade Application

Organization Name: \_\_\_\_\_

Organization Mailing Address: \_\_\_\_\_

Organization Person In Charge/  
Authorized Signer: \_\_\_\_\_

Cell Phone number for Person In Charge: \_\_\_\_\_

Email for Person In Charge: \_\_\_\_\_

**Non-Profit Organization**

Non-profit organizations must attach status credentials in the form of an IRS Determination Letter or, in the case of a local chapter, a Group Exemption Letter from their umbrella organization.

**For-Profit Organization**

Federal Employer Identification Number (FEIN or "Tax ID", not applicable to unincorporated private groups)

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**Parade Entry Description (check all that apply)**

Float

*Float Vendor:* \_\_\_\_\_

*Float Total Length:* \_\_\_\_\_

Automobile/Vehicle

*Veh + Trailer Length:* \_\_\_\_\_

Motorcycle Group

*No. of Motorcycles:* \_\_\_\_\_

Walking Group

**Describe group's participation:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# TAMPA PRIDE 2023 Diversity Parade 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.

## Definitions

“Agreement” shall refer to this acceptance of entry requirements, parade rules, liability release and hold harmless agreement.

“TPI” shall refer to Tampa Pride, Inc.

“Parade” shall refer to the Tampa Pride Diversity Parade

“Released Party” shall refer to TPI 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.

“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.

“Event” shall refer to the TAMPA PRIDE 2023 Diversity 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.

“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.

## Acceptance of Parade Entry Requirements

In consideration of the acceptance of the entry to the Parade, I am an authorized representative and do hereby state the following:

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

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be bound by its terms and conditions.

2. Participation in a large 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.

### **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.

### **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

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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 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.

## **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 TPI. 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 TPI.

## **Right to Refuse**

Tampa Pride, Inc. (hereinafter "TPI") reserves the right to refuse any Tampa Pride 2023 Diversity Parade (hereinafter "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.

## **Right to Dismiss**

TPI reserves the right to refuse and dismiss your contingent's participation in the Parade

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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 TPI's mission as stated above.

### **Grant of Rights for Photography and Recordings**

You and your representatives give TPI 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 TPI 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.

### **TECO Release and Indemnification Agreement for Parades**

I am an authorized representative and do hereby agree to the following:

The undersigned float sponsor or participant (as the case may be) in the Parade hereby releases Tampa Historic Streetcar, Inc., The City of Tampa, and Hillsborough Transit Authority (collectively, the "Released Parties") from any and all loss, claim, damage, cost, expense or liability (whether arising from personal injury or damage to property, and including attorneys' fees and the costs of litigation) which the undersigned may sustain or incur from participation in the Parade and accepts full responsibility for any such loss. The undersigned hereby also agrees to indemnify, defend and hold harmless the Released Parties from any and all loss, claim, damage, cost, expense or liability (whether arising from personal injury or damage to property, including any damage to property of the Released Parties and including attorney's fees and the costs of litigation) which Released Parties may sustain or incur as a result of the undersigned's participation in the Parade. The undersigned also agrees to purchase insurance adequate to cover this risk. Part of the consideration for this Release and Indemnification Agreement is the permission granted by the Released Parties to allow participants in the Parade to cross the tracks and cross under the catenary (overhead electrical lines) of the TECO Electric Streetcar Line during the Parade. It must be agreed that no one person (and costume elements) who stands on a platform at the maximum floor height of 11 feet can be over six feet tall. But for the execution and delivery of this Release and Indemnification Agreement by each float sponsor and participant in the Parade the Released Parties would not have granted such permission. I do personally warrant that I am authorized to execute this document on behalf of the entity identified submitted here.

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## 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 Parade rules and confirm that we will follow these rules.

## Vendor Safety Compliance "Throw" Letter

All of My Organization's Beads or Throws that will be distributed at the Parade have been purchased from a vendor which meets or exceeds current federal, state and local standards. They are aware of, and acknowledge, the lead-free and phthalate-free stipulations contained in the Consumer Product Safety Improvement Act, effective February 2009 and have provided a letter stating that only Grade "A" and/or phthalate-free throw beads are sold. This letter is available upon request from your bead supplier. My Organization is aware of, and acknowledge, the lead-free and phthalate-free stipulations contained in the Consumer Product Safety Improvement Act, effective February 2009, and have explained the new criteria to all members of My Organization that will participate in the Parade.

## Proof of Insurance

This is a requirement for all groups who will be utilizing a float. If you are renting a float from a professional float company, that company will usually provide the insurance form for the float. If you own your own float, the organization is responsible for providing the insurance form. This does not apply to regular vehicles (cars, trucks or Jeeps) which only need normal vehicle proof of insurance. Proof of Insurance must state the below in it's exact form:

Additional Insured: Tampa Pride, Inc. and their sponsors are named additional insured with waiver of subrogation under General Liability and Automobile Liability with respect to Liability arising out of any operation of named insured in connection with the Parade. The afforded additional insurance shall be primary and non-contributory insurance and any other valid and collectible insurance available to additional insureds shall be excess insurance.

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## Insurance Cancellation Clause

The policy of liability of insurance evidenced by this certificate shall not be cancelled or suspended or terminated, nor shall the limits of liability be reduced unless 30 days notice thereof is given by certified mail to Tampa Pride, Inc.

## Safety Monitors Clause

Please note we are now strictly enforcing the code below and we will have a zero-tolerance policy effective immediately for all parades with no exceptions. Units over 40ft without the six required safety monitors will be pulled from the Parade. **THERE IS A CHANGE FROM 4 TO 6 SAFETY MONITORS FROM THE CITY THIS YEAR!!!** Units between 20' and 39' need 4 safety monitors.

Tampa Code of Ordinances, Section 28-58. - Procession safety monitors.

If the special event requested by the applicant involves a procession that includes the use of any motorized vehicle or vehicles that are longer than twenty (20) feet in length, the applicant shall provide SIX (6) safety monitors stationed at the corners of any vehicle used in the procession at all times while the vehicle or vehicles are moving. Each safety monitor shall be equipped with an orange safety vest and a loud whistle. The role of the safety monitor is to make sure the driver is aware of any emergency requiring him/her to stop immediately. Said emergencies include, but are not limited to, equipment malfunctions, passengers falling from the vehicle, overhead obstructions endangering riders, parade viewers coming too close to the vehicle, parade participants coming too close to the vehicle's wheels. Safety monitors shall not consume any alcoholic beverages or hand out any items during the procession to any spectators along the procession route. Said items include but are not limited to beads, candy, fliers, and merchandise. Any vehicle fitting the description above that does not have the requisite number of safety monitors may be pulled out of a procession line up until the safety monitor requirement can be met.

## Event Cancellation Policy

All participants understand that TPI 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 TPI is not responsible for any losses that could arise because of such circumstances. TPI 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 a minimum of two

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hours prior to the event start time.

## Entry Fee Payment

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

## Parade Application Check List

A complete application consists of the following and must be submitted by March 5, 2023.

1. Entry Application must be completed and signed. By submitting this application, you are agreeing to the following terms:

- Definitions
- Acceptance of Parade Entry Requirements
- Release, Assumption of Risk, Covenant Not to Sue, and Hold Harmless
- Termination, Applicable Law, and Severability
- Certification of Identity
- Right to Refuse
- Right to Dismiss
- Grant of Rights for Photography and Recordings
- TECO Release and Indemnification Agreement for Parades
- Parade Rules
- Vendor Safety Compliance "Throw" Letter
- Proof of Insurance
- Insurance Cancellation Clause
- Safety Monitors Clause
- Event Cancellation Policy
- Entry Fee Payment
- Parade Application Check List

2. Proof of insurance certificate (\$1,000,000.00 minimum required).

Please obtain your proof of insurance by calling your insurance agent and requesting the certificate be mailed to you directly. Organizations renting through professional float companies must have insurance certificates for their organization and from the float company. If using a commercial towing company, a certificate is also required from it. Please scan and email proof of insurance to: [paradeinfo@tampapride.org](mailto:paradeinfo@tampapride.org). Car and motorcycle insurance may be presented



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upon check in at the parade check in tent. No insurance certificate is needed for walking only groups.

3. Parade registration for all groups will be done only online at <https://tampapride.org>. Payments will be accepted online by credit card.

Please email the Parade Coordinator at [paradeinfo@tampapride.org](mailto:paradeinfo@tampapride.org) with any questions.

Acceptance Signature

I have read and understood the above application and the accompanying 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.

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**Organization Person In Charge/Authorized Signer**

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**Date**

## How to return your completed application

Read the form thoroughly. Fill in the required information on the first page. Sign and date the completed application. Scan or photograph the first and last pages and email them to:

[paradeinfo@tampapride.org](mailto:paradeinfo@tampapride.org)