

Upper Perkiomen Valley Halloween Parade Regulations and assumption of risk indemnification agreement

It is the intention of the Upper Perk Parade Organizers to present the Halloween Parade as a safe, fun, and family-oriented community event.

1. Parade participants must complete a registration application to enter in Upper Perkiomen Valley Halloween Parade (hereinafter referred to as "the Parade"). encourages the submission of applications as early as possible. All applications are subject to the sole discretion of the Halloween Parade Committee (hereinafter referred to as "the committee") The committee is not obligated to provide any applicant with a reason for the denial of any application.
2. Applicants are responsible for communicating all rules and regulations to each member of his/her organization, group, company and/or entry. Each member of the organization, group, company and/or entry shall be responsible for reading the rules and regulations associated with the Parade. The violation of these rules and regulations by any member of the organization, group, company and/or entry before, during or along the Parade route will result in disqualification and immediate removal from the Parade and will not be permitted to participate in the following year's Parade.
3. **Safety:** Any application construed as a public hazard or likely to cause any unsafe condition in staging areas or along the Parade route will be denied.
4. **Safety: Candy cannot be thrown to spectators from vehicles/vehicles.** Those passing out candy must walk on alongside of road and pass it out. This is requested by Borough's and aligned with parade standard safety practices. If your group is deemed the cause of a spectator injury or death due to a person running into the road and getting struck or being having candy thrown too hard, you will be held responsible.
5. **Safety:** In case of emergency (fire, ambulance, police, etc.), all participants shall move to the right side of the street.
6. **Safety:** Units may contain no element higher than 16 feet, to provide clearance of overhead wires and traffic lights.
7. **Safety:** Animals are ***not permitted*** in the parade. For animals we suggest the Christmas parade which is mostly animals.
8. **Politicians and Political Parties:** All political parties are welcome, but this is a Halloween Parade, not a campaign event.
 - You **may** have signage saying Mayor, State Senator, XXX Political Party, etc. on you vehicle or Vehicle for visibility of who you are.
 - You **may not** have pass out campaign flyers or have signage "vote for XXX" or any political slogans.
9. Entries that detract from the celebratory nature of the Parade will NOT be permitted to participate.
 - This includes vehicles or signage with political attacks on any other political party or candidate.
10. A completed application to participate in the Parade will be taken as a firm commitment by the Committee. "No shows" for two consecutive years may be denied entry into the Parade for one year.
11. Motorized go-karts, motorcycles, mini-bikes, mopeds, and bicycles are not permitted except as approved by the Committee upon review of the entrant's application. Any entry violating this regulation will not be permitted to participate in the Parade the following year.
12. Power tools, knives, swords, guns or replicas are not allowed to leave the Parade route and go into the crowd. No firearms or weapons of any kind are permitted on the Parade route or staging areas. Any entry violating this regulation will not be permitted to participate in the following year's Parade and may be prosecuted. The only exception to this regulation is for Police Officers, Police/Military Color Guards, fire police or other police officials patrolling the Parade route on the day of the Parade.
13. Explosives, fireworks, or any other exploding devices are not permitted along the Parade route or staging areas. Anyone found with explosives, fireworks or any other exploding devices will not be permitted to participate in the following year's Parade and may be prosecuted. If a vehicle decoration includes a "prop" or other item that may be construed as an exploding device, the entrant/participant must get prior approval from the parade committee. Any entrant/participant violating this provision may be escorted from the staging areas and/or the Parade route and not be permitted to participate in the following year's parade.
14. Children under age of (14) years of age are NOT permitted to walk in the Parade unsupervised. ***Parents are fully responsible for their minor children of all ages.***
15. When a unit reaches the end of the Parade, the participants are NOT permitted to come back through the line of march for the balance of the Parade. Participants must use another street so as not to disrupt the marchers or obstruct the view of the spectators watching the Parade.
16. Individuals and organizations in the Parade must perform courteously, in compliance with all regulations and with safety in mind at all times during the formation, execution, and dismissal of the Parade. Entries that detract from the celebratory nature of the Parade will immediately be disqualified from the Parade. Any participant disqualified under this regulation will not be permitted to participate in future parades. Parade Officials will remove any participant violating this regulation at his or her sole discretion. All Parade Officials' decisions are final.

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17. Parade Officials may be located along the Parade route to enforce the rules and regulations. The Parade regulations instructions must be always followed. Parade Officials' decisions are final and not subject to review.
18. No participants are permitted to consume and/or possess alcoholic beverages anywhere along the parade route. Any participant found consuming or in possession of alcoholic beverages will not be permitted to participate in the Parade and will be escorted from the Parade route. All beverages (soda, iced tea, water, lemonade, etc.), must be in a non-glass, non-breakable container.
19. Smoking is prohibited along the parade route.
20. Any motorized vehicle required by the Commonwealth of Pennsylvania to be inspected must have a current inspection sticker and registration card. Registration card must be available upon request of any Parade Official. Only valid licensed drivers shall operate any motorized vehicle being operated along the Parade route. The drivers' valid license must be available upon request of any Parade Official. Further, each motorized vehicle and/or driver participating in the Parade must have valid insurance on the vehicle and/or driver. Valid insurance cards must be available upon request of any Parade Official. Photocopies of driver's license, registration card, and insurance card must be submitted with the registration application. Violators of parade rules and regulations will not be eligible for a prize, may be deemed ineligible for the 2015 parade, and may be removed immediately from this year's parade.
21. Entries that detract from the celebratory nature of the Parade will *NOT* be permitted to participate.

Vehicles, Drivers, Tow Vehicles, and Trailers

1. Vehicles must have adequate brake systems, as well as an emergency backup system.
2. The driver of the vehicle must have good visibility. Special attention must be given while navigating corners from the staging lot onto Gravel Pike due to spectators on or near corners.
3. Proper ventilation must be provided for the driver of a self-contained vehicle.
4. The muffler must be wrapped in fireproof material if it is to be near any other surface.
5. Every vehicle must have a cooling system sufficient to cool the engine.
6. No decorations may block the radiator or impede the wheels of operation of the vehicle in any way.
7. Diesel trucks being used for vehicles are cautioned not to have an overload of fuel.
8. Gasoline tanks on self-contained units must be large enough to hold enough gas for the unit to complete the parade.
9. Batteries must be fully charged and of sufficient capacity to last the duration of the parade.
10. Electrical wiring must be an approved type for your use and be well insulated.
11. All wiring must be secured to the vehicle or entry in a fashion as to minimize the risk of someone tripping over the wiring. All high-voltage (greater than 40 volts) junction points must be made in UL approved boxes or fixtures. All supply lines shall be current-limited by fuses or circuit breakers in a manner as to limit the current to the lowest possible for satisfactory operation, but in no case more than 250% of the normal load.
12. Generators must be securely mounted away from any flammable materials and be equipped with an exhaust line.
13. At least two (2) dry chemical fire extinguishers should be on each vehicle. One at the rear of the unit and the other with the driver.
14. Any vehicles and all equipment must be checked for fuel, water, and any other vital liquids before reaching the assembly area.
15. On a self-contained vehicle, the gas tank should be positioned as far from the driver as practical and be securely bolted to the frame.
16. The fuel tank must not be decorated in any way and is to be wrapped in fireproof material if it is located near the engine, exhaust, or battery.
17. Flexible connections should be used on fuel tanks to avoid leaks. Gas tank caps must be vented.
18. The driver of a self-contained vehicle should have adequate space to maneuver and have easy access to exits in case of an emergency. A carbon monoxide detector should be placed in the driver's compartment.
19. Safety railings, belts, back supports, or handholds should be provided for riders.
20. Even if a vehicle is self-propelled, a tow hitch must be provided in case of an emergency.
21. Tires must be reasonably new and of good quality. A spare wheel and tire should be on each vehicle with full access available for quick change in the parade route without the use of special equipment.
22. The steering mechanism must be capable of ordinary maneuvering with no less than a 45 foot turning radius. It is desirable to have as little play in the wheel as possible.

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PARTICIPATION AGREEMENT, ASSUMPTION OF RISK, RELEASE AND WAIVER OF CLAIMS, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

IMPORTANT — PLEASE READ CAREFULLY. THIS AGREEMENT AFFECTS LEGAL RIGHTS.

In consideration of being permitted to participate in the **Upper Perk Halloween Parade** (“Parade”), the undersigned individual and/or authorized representative of the participating organization, group, business, municipality, club, school, association, vehicle entry, trailer entry, marching group, or other participating entity (“Participant”) agrees to the following terms.

For purposes of this Agreement, the “**Released Parties**” include the Boroughs of East Greenville, Pennsburg, and Red Hill, Pennsylvania; the Upper Perkiomen Valley Association; Love Upper Perk; the Upper Perk Halloween Parade organization; the owners, lessors, and lawful occupants of property used for Parade staging, assembly, dismount, or related Parade activities; Parade organizers; and their respective officers, directors, officials, employees, agents, representatives, contractors, and volunteers.

1. Voluntary Participation

Participation in the Parade is voluntary.

The Participant understands that participation may involve walking, marching, riding in or upon vehicles, trailers, wagons, platforms, or other parade-entry units; operating vehicles; handling equipment or props; interacting with spectators; assembling in staging areas; traveling on public streets; entering dismount areas; and participating in other activities associated with a public community parade.

The Participant voluntarily chooses to participate subject to the terms of this Agreement and the Parade Rules and Regulations.

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2. Compliance With Parade Rules and Instructions

The Participant agrees to comply with:

- the current Upper Perk Halloween Parade Rules and Regulations provided or made available during registration;
- lawful instructions issued by Parade officials, police, fire personnel, emergency personnel, municipal officials, or authorized Parade volunteers;
- applicable traffic and vehicle laws;
- applicable municipal requirements; and
- reasonable safety directions issued before or during the Parade.

The Participant understands that failure to comply may result in removal from the Parade or denial of future participation when reasonably necessary to protect participants, spectators, volunteers, property, or the orderly operation of the event.

The version of the Parade Rules and Regulations accepted by the Participant during registration shall be identified by date or version number and retained with the registration record.

3. Acknowledgment and Assumption of Risk

The Participant understands that a public parade involves risks that cannot be completely eliminated even when reasonable safety precautions are taken.

Such risks may include, but are not limited to:

- slips, trips, and falls;
- uneven pavement, curbs, potholes, roadway conditions, and street surfaces;
- collisions involving participants, spectators, vehicles, trailers, wagons, bicycles, equipment, or other objects;
- entering, exiting, riding upon, or walking near vehicles, trailers, wagons, platforms, or other parade-entry units;
- moving vehicles and tow vehicles;
- falls from vehicles, trailers, wagons, platforms, or other elevated surfaces;
- equipment or mechanical failure;
- crowd movement and spectator interaction;
- contact with decorations, props, signs, candy, promotional materials, or other objects;
- weather conditions, including rain, cold, wind, heat, or reduced visibility;
- illness or medical emergencies;
- actions or negligence of other participants or members of the public; and
- other risks normally associated with participation in a community parade.

The Participant knowingly and voluntarily assumes the ordinary and inherent risks associated with participation in the Parade.

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4. Participant Responsibility for Conduct

Each Participant is responsible for acting in a reasonably safe manner and for the conduct of persons, vehicles, trailers, wagons, animals, equipment, decorations, props, or other property under the Participant's supervision or control.

Participants shall not knowingly create an unreasonable risk of injury to themselves, other participants, volunteers, spectators, municipal personnel, property owners, or members of the public.

Participants shall immediately comply with a direction to stop or correct an activity that an authorized Parade or public-safety official reasonably determines presents an immediate safety risk.

5. Vehicles, Drivers, Tow Vehicles, and Trailers

Any Participant operating, providing, or using a motor vehicle, tow vehicle, tractor, truck, automobile, trailer, wagon, or other vehicle in connection with the Parade represents that:

- a. the vehicle will be operated by a properly licensed driver legally permitted to operate that type of vehicle;
- b. the driver will not operate the vehicle while impaired by alcohol, controlled substances, medications that materially impair safe operation, or any other intoxicating substance;
- c. the vehicle, trailer, towing equipment, hitch, safety chains, tires, brakes, lighting, and other applicable equipment will be in reasonably safe operating condition;
- d. the vehicle will be operated at a safe speed appropriate for Parade conditions and in accordance with directions from Parade and public-safety personnel;
- e. legally required motor-vehicle insurance will be maintained throughout the period of participation;
- f. proof of insurance will be provided when required by the Parade organizers or a participating municipality; and
- g. any trailer or other towed unit will be properly connected and secured to the tow vehicle.

Participation in the Parade does not constitute or provide motor-vehicle insurance coverage for a Participant's vehicle or trailer.

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6. Trailers, Wagons, Platforms, and Decorated Parade Entries

Participants using a trailer, wagon, platform, decorated vehicle, or other specially arranged parade-entry unit are responsible for reasonably ensuring that the unit is structurally sound and suitable for its intended use.

Decorations, equipment, props, signs, generators, seating, railings, and other items shall be reasonably secured to prevent them from falling, shifting, detaching, or creating an unreasonable hazard.

Participants riding upon a trailer, wagon, platform, decorated vehicle, or similar parade-entry unit shall comply with Parade rules governing rider placement, boarding, dismounting, supervision, seating, railings, and movement.

No person shall board or exit a moving vehicle, trailer, wagon, platform, or other parade-entry unit except in an emergency or as specifically directed by authorized personnel.

The Parade organizers may refuse or discontinue the participation of any vehicle, trailer, wagon, platform, or parade entry presenting an apparent and substantial safety hazard.

7. Distribution of Candy and Other Items

Candy, promotional items, souvenirs, or other materials may be distributed only in the manner permitted by the Parade Rules and Regulations.

Participants shall not throw or distribute objects in a manner reasonably likely to cause spectators, particularly children, to enter the path of moving vehicles, trailers, or other parade entries.

Any prohibition or limitation contained in the Parade Rules and Regulations concerning throwing or distributing items from vehicles, trailers, wagons, platforms, or other parade entries shall be strictly followed.

8. Release and Waiver of Claims

TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, the undersigned Participant voluntarily releases, waives, and agrees not to assert claims against the Released Parties for bodily injury, death, or property damage sustained by the undersigned arising from participation in the Parade, including claims resulting from the **ordinary negligence** of a Released Party.

This Release is intended to apply only to the extent permitted by law.

This Release does not release or waive claims arising from gross negligence, reckless conduct, intentional misconduct, or any duty or liability that Pennsylvania law does not permit to be released or waived.

Nothing in this Agreement is intended to expand or reduce any immunity, defense, statutory limitation, or other protection otherwise available to a municipality or other Released Party under Pennsylvania law.

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9. Covenant Not to Sue

To the fullest extent permitted by law and subject to the limitations stated in Section 8, the undersigned agrees not to commence or maintain a lawsuit or other claim against a Released Party for a claim that has been validly released under this Agreement.

This provision does not prohibit a person from reporting an incident, cooperating with an insurer or governmental authority, seeking emergency assistance, or asserting a claim that cannot lawfully be waived.

10. Indemnification and Hold Harmless — Organization and Group Entries

When the Participant is an organization, business, association, club, municipality, school, group, vehicle entry, trailer entry, marching group, or other entity, that Participant agrees, **to the fullest extent permitted by law**, to indemnify, defend, and hold harmless the Released Parties from third-party claims, damages, judgments, losses, liabilities, and reasonable attorneys' fees and defense costs **to the extent arising out of or resulting from:**

- a. the negligent acts or omissions of the Participant;
- b. the acts or omissions of the Participant's employees, volunteers, agents, drivers, representatives, or persons acting under its direction or control;
- c. the Participant's vehicles, trailers, wagons, tow vehicles, animals, decorations, props, equipment, or other property;
- d. the Participant's material violation of the Parade Rules and Regulations; or
- e. the Participant's violation of applicable law.

This indemnification obligation shall **not** require the Participant to indemnify a Released Party for that Released Party's gross negligence, reckless conduct, intentional misconduct, or liability that cannot lawfully be transferred under Pennsylvania law.

Nothing in this Section shall be construed to require indemnification beyond the extent permitted by Pennsylvania law.

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11. Insurance Requirements

The Participant understands that the Parade organizers may require certain entries to provide evidence of insurance depending upon the nature of the entry or risk presented.

When required, the Participant shall provide a valid Certificate of Insurance or other acceptable evidence of coverage before participating.

Motorized entries shall maintain automobile liability insurance as required by law.

The Parade organizers may establish additional reasonable insurance requirements for commercial participants, contractors, vendors, specialized vehicles, trailers, tow units, animals, or other entries presenting additional risk.

Provision of a Certificate of Insurance does not alter the terms, conditions, limits, or exclusions of the underlying insurance policy.

12. Participant Organizations and Individual Participants

An individual signing on behalf of an organization represents that the individual has authority to enter into this Agreement on behalf of that organization.

An organizational representative **does not represent that he or she has authority to waive the personal legal rights of every individual adult participant** merely by signing on behalf of the organization.

When required by the Parade organizers, individual adult participants shall separately acknowledge and accept the applicable assumption-of-risk and release provisions.

For a participant who is a minor, a parent or legal guardian shall complete any required minor-participant acknowledgment or consent.

13. Supervision of Minors

Organizations bringing minors to the Parade are responsible for providing reasonable adult supervision appropriate to the age and number of participating minors.

Parents, guardians, schools, clubs, teams, and other participating organizations remain responsible for minors under their supervision.

Nothing in this Agreement shall be interpreted as creating a waiver of a minor's rights beyond what Pennsylvania law permits.

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14. Emergency Medical Assistance

If a Participant experiences an apparent medical emergency and is unable to provide instructions, the Participant authorizes Parade officials and emergency personnel to request or facilitate reasonable emergency medical assistance.

The Participant understands that Parade organizers are not medical providers and do not guarantee the availability or outcome of emergency medical services.

Nothing in this Section creates a duty beyond that imposed by applicable law.

15. Reporting Accidents and Incidents

Participants shall promptly report to a Parade official any accident, injury, vehicle collision, property damage, significant safety concern, or other incident occurring during staging, the Parade, or dismount activities that could reasonably result in a claim.

Participants involved in a significant incident shall reasonably cooperate with Parade organizers, municipalities, law enforcement, emergency personnel, and applicable insurers in documenting the incident.

Participants shall not knowingly destroy, alter, or conceal information reasonably relevant to a reported incident.

16. No Guarantee of Safety

The Participant understands that the Parade organizers and Released Parties cannot guarantee that participation will be free from injury, property damage, illness, accident, or other risk.

Safety rules, traffic controls, insurance requirements, police presence, volunteers, barricades, staging procedures, and other safety measures reduce risk but do not eliminate all risk.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

18. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law or, when appropriate, severed from the Agreement.

The remaining provisions shall continue in effect to the extent permitted by law.

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19. Entire Agreement and Parade Rules

This Agreement, together with the applicable version of the Upper Perk Halloween Parade Rules and Regulations incorporated into the Participant's registration, constitutes the agreement concerning the matters addressed herein.

No oral representation by a volunteer or other person shall modify this Agreement unless the modification is authorized by the Parade organizers and made in writing.

20. Electronic Acceptance and Signature

The Participant agrees that this Agreement may be accepted electronically.

By checking the designated acceptance box, entering the Participant's name, and submitting the registration, the Participant intends to electronically sign this Agreement and agrees to be legally bound by it to the same extent as if signed by hand.

The registration system may retain the Participant's name, organization, email address, date and time of acceptance, applicable version of this Agreement and the Parade Rules and Regulations, and other information reasonably necessary to document the transaction.

21. Acknowledgment

BY SIGNING OR ELECTRONICALLY ACCEPTING THIS AGREEMENT, THE PARTICIPANT ACKNOWLEDGES THAT:

- the Participant has had an opportunity to read the entire Agreement;
- the Participant understands that the Agreement contains an assumption of risk and release of certain legal claims;
- participation in the Parade is voluntary;
- no person has forced or coerced the Participant to accept this Agreement;
- the Participant agrees to comply with the Parade Rules and Regulations; and
- the Participant intends to be legally bound by this Agreement to the fullest extent permitted by Pennsylvania law.

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ORGANIZATION / GROUP ENTRY

Organization or Group Name: _____

Type of Entry:

- ☐ Walking/Marching Group
- ☐ Motor Vehicle
- ☐ Tow Vehicle with Trailer
- ☐ Decorated Vehicle or Trailer
- ☐ Tractor
- ☐ Bicycle
- ☐ Animal
- ☐ Commercial Entry
- ☐ Other: _____

Authorized Representative: _____

Title/Position: _____

Email: _____

Telephone: _____

Number of Participants: _____

Number of Motor Vehicles: _____

Number of Trailers or Other Towed Units: _____

I certify that I am authorized to execute this Agreement on behalf of the organization identified above.

Signature: _____

Date: _____

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INDIVIDUAL ADULT PARTICIPANT

Participant Name: _____

I acknowledge that I have read and agree to the applicable provisions of this Agreement, including the Assumption of Risk, Release and Waiver of Claims, and Covenant Not to Sue.

Signature: _____

Date: _____

PARENT / LEGAL GUARDIAN OF MINOR PARTICIPANT

Minor Participant Name: _____

Parent/Legal Guardian: _____

Relationship to Minor: _____

I certify that I am the parent or legal guardian of the minor identified above. I acknowledge the risks associated with the minor's participation and agree to the provisions of this Agreement to the extent legally enforceable under Pennsylvania law.

Parent/Guardian Signature: _____

Date: _____