



**First State Bank  
of Uvalde**



## **PALOMINO FEST LABOR DAY WEEKEND CELEBRATION GRAND PARADE**

Saturday, August 31<sup>st</sup>, 2019 - 10:00 a.m. - North Getty Street

PARADE THEME: "Golden Oldies" (Think top bands/songs/eras of music!)

### **PARADE FLOAT/PARTICIPANT APPLICATION**

*Application must be submitted by Friday, August 23<sup>rd</sup>, 2019 to the: Uvalde Area Chamber of Commerce*

- [info@uvalde.org](mailto:info@uvalde.org) - Office: (830) 278-3361 - Fax: (830) 278-3363 -
- 340 North Getty Street, Uvalde, Texas 78801 - [www.uvalde.org/parade](http://www.uvalde.org/parade) -

**\*ORGANIZATION:** \_\_\_\_\_

**\*CONTACT PERSON:** \_\_\_\_\_

**\*PHONE:** (Cell) \_\_\_\_\_ (Work) \_\_\_\_\_

**\*EMAIL ADDRESS:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

**\*TYPE OF ENTRY:** (Applicable for Awards Categories)

- |   |  |
|---|--|
| <input type="checkbox"/> Band                           | <input type="checkbox"/> Float/Flatbed Trailer |
| <input type="checkbox"/> Marching Unit/Walking Unit     | <input type="checkbox"/> General Category      |
| <input type="checkbox"/> Horse Unit                     | <input type="checkbox"/> School Category       |
| <input type="checkbox"/> Car/Truck/Motorcycle           | <input type="checkbox"/> Honor Guard           |
| <input type="checkbox"/> Commercial (Business) Category | <input type="checkbox"/> Political             |
| <input type="checkbox"/> Other                          |  |

Brief description of entry: \_\_\_\_\_

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

Name/Titles of Notable Float Participants: \_\_\_\_\_

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

## PARADE RULES

1. Uvalde Area Chamber of Commerce Parade Committee must approve all entries.
2. All entries must have a completed entry form turned in to the Uvalde Area Chamber of Commerce **no later than Friday, August 23, 2019.**
3. Nothing will be permitted that will downgrade the parade in any way. (Signs, posters, writing on cars, clothing, etc. that are of any obscene nature). All such entries will be disqualified and will be at the discretion of the Uvalde Area Chamber of Commerce.
4. All entries must report their line-up street no later than 8:30 a.m.
5. Parade starts promptly at 10:00 a.m. at the 1000 Block of North Getty Street (Hwy 83 North) and will proceed South on Getty Street to Nopal Street then conclude at the Willie De Leon Civic Center parking lot.

### During the Parade:

(Rules 6, 7, and 13 as per January 2018 City of Uvalde City Council Parade Ordinance Changes)

### *Truck/Trailer Traditional Float Entries:*

6. Drivers operating floats or any vehicle in the parade must be at **least 21 years old**, travel no more than 5mph during the parade route, and maintain a safe distance front the unit in front of them.
7. Each Truck/Trailer Traditional Float entry **must be escorted by TWO (2) walking representatives, who are at least 18 years old.**
8. **ONCE PARADE HAS STARTED NO PERSON MAY GET OFF OR GET ON A TRAILER FLOAT.** You should *never* get off or on a vehicle, or its trailer, while it is moving!!

### *NON-Truck/Trailer Motorized Entries:*

9. 4-wheelers/ ATV's/ Golf Carts/ Car/ Truck entries are acceptable during the parade.
  - o Rule #6 is applicable to any motor-operated parade entry.
  - o Non-roadworthy vehicles will not be allowed to drive on the street outside of the parade route and time. Those violating normal highway and driving laws before or after the parade will be subject to law enforcement.

### **HORSE ENTRIES:**

10. ANY entry that includes a horse in the entry, **MUST be accompanied by 1 (ONE) walking dedicated 'pooper scooper' per every ten horses.** There will be NO EXCEPTIONS to this rule. As per Uvalde Police Department and City of Uvalde Parade Requirements.
11. **HORSES MAY NOT AT ANY TIME TURN AROUND AND GO BACKWARD OF PARADE ROUTE DIRECTION** (i.e. going alongside floats/entries behind their entry to get to another entry farther back in the parade; going alongside on-going parade route after their entry has completed the route;)
12. This is *not* a rodeo. Busy and overly crowded streets are *not* places to show off your riding skills. You are requested to kindly ride your horse in the parade, while maintaining complete control of your horse, and then unsaddle and load up your horse after you have completed the parade route.

***Additional:***

13. Individuals throwing any item from the entry/entries or float(s), including candy, **must be at least 10 years old.**
14. **NO promotional pamphlets, flyers, or other paper material(s)** may be thrown from the floats, or handed out by walking representatives.
15. Items that are thrown from the floats may include: Individually wrapped candy, not exceeding 3” in any diameter; beaded necklaces; and promotional products such as personal fans and children’s toys. All items for distribution are subject to approval by the Uvalde Area Chamber of Commerce.
16. A float is *not* required for parade participation. Groups of individuals may walk or march in the parade if they wish.
17. The consumption of alcohol or any illegal substances is strictly prohibited before and during the parade. Anyone suspected of being in violation of this policy will be asked to leave immediately.
18. Parade officials have the authority to remove any parade entry for violation of any of the above rules, or for any reason at any time.

**JUDGING RULES FOR COMPETITIVE FLOATS**

- Competitive floats arriving at the parade route on August 31<sup>st</sup> later than 9:00 a.m. **will NOT be judged.** Participants riding on floats must be in place at the time of judging.
- Judging of competitive floats will be based on the following criteria:
  - Originality
  - Workmanship
  - Adherence to Theme

**RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

**LIABILITY RELEASE**

The undersigned expressly acknowledges that the activities of the parade (including pre- and post- parade activities) are dangerous and involve the risk of serious injury, death and/or property damage. The undersigned agrees to indemnify, defend and hold harmless the Uvalde Area Chamber of Commerce and its affiliates, employees, agents and/or representatives connected with the parade for any personal injuries, property loss or damage suffered by any person as a result of the actions of the parade participants connected to the group, float or individuals.

The undersigned and all participants associated with this parade entrance understand the dangers and voluntarily elect to accept all risks connected with the entry into, and participation in, the Palomino Fest Labor Day Weekend Celebration Grand Parade on September 1<sup>st</sup>, 2018 in Uvalde, Texas.

**PUBLICITY CONSENT**

By signing and submitting this application and as a condition of my entry into the Palomino Fest Labor Day Weekend Celebration Grand Parade, I hereby consent to public and commercial use, display, publication, performance, reproduction, copying, distribution, transmission, alteration, adaptation, creation of derivatives of and/or translation of my name, voice, image, likeness, signature, trade dress, biography, photograph, video images, and any and all other publicity rights, whether taken, recorded, captured or created at or during the event. I hereby grant to the Uvalde Area Chamber of Commerce (and/or Uvalde Area Chamber of Commerce’s direct and indirect parents, subsidiaries, licensees, sublicensees and affiliates) and agree that the Uvalde Area Chamber of Commerce (and/or Uvalde Area Chamber of Commerce’s direct and indirect parents, subsidiaries, licensees, sublicensees and affiliates) shall own all Rights, copyrights and other intellectual property rights in and to all such broadcasts, films, videotapes, recordings, photographs, and audio/visual works. I further grant to The Uvalde Area Chamber of Commerce to use, display, publish, perform, reproduce, copy, alter, create derivatives of, translate, distribute, transmit, license and otherwise exploit my name, voice, image, photograph, trade dress and likeness in all such broadcasts, films, tapes, recordings and audio/visual works in the promotion, advertising and/or advancement of The Palomino Fest Labor Day Weekend Celebration Grand Parade. I hereby waive any rights of inspection or approval of my

Appearance or uses to which my Appearance may be put. I also expressly waive any and all moral rights I may have in connection with my Appearance as set forth in this publicity consent and membership application.

**ASSUMPTION OF RISK**

I realize that the risks arise not only from participating but also from being on a float and/or walking on the street. I am fully aware that myself, and all involved in my parade entrance, and our participation in and presence at the Palomino Fest Labor Day Weekend Celebration Grand Parade are undertaken with the express understanding, appreciation, approval, awareness, and assumption of any and all risks involved, including the risks listed above. I intend that this assumption of all risks shall be legally binding and shall be a complete bar to any and all Claims (as defined below in "Release and Waiver of All Legal Liability and Covenant Not to Sue") by me and/or my personal representatives, heirs, next of kin, executors, administrators, assigns, estate and/or any other person or entity acting on my behalf. This assumption of risk shall apply to all risks arising from, relating to or in connection with my participation in or presence at the Palomino Fest Labor Day Weekend Celebration Grand Parade. I further acknowledge that I have been aware of, approved, understood, appreciated and assumed the risks of my participation, including the risks listed above, as of this date of my signature below.

**RELEASE AND WAIVER OF ALL LEGAL LIABILITY AND COVENANT NOT TO SUE**

In consideration of being able to participate in events or activities sanctioned, approved by or affiliated with the Uvalde Area Chamber of Commerce, I, for and on behalf of myself and my spouse, children, parents, next of kin, heirs, representatives, assigns, executors, administrators, estate and/or any other person or entity acting on my behalf, unconditionally and irrevocably agree to forever discharge, waive, release, indemnify, agree to defend and hold harmless the (i) Uvalde Area Chamber of Commerce and its past, current and future direct and indirect parents, subsidiaries and affiliates, (ii) each of the officers, directors, owners, employees, members, agents, shareholders, representatives, trustees, partners, servants, volunteers and contractors of each of the foregoing in clause (i), together with all other parties or entities involved in the sanctioning, approval, production, organization, conduct, sponsoring, advertising and performance of events or activities sanctioned, approved by or affiliated the Uvalde Area Chamber of Commerce, and (iii) each of the respective predecessors, successors and assigns of each of the foregoing in clause (i) and clause (ii) (collectively, "Releasees"), of and from any and all claims, demands, losses, costs, liabilities, judgments, debts, dues, sums of money, expenses, responsibilities and accounts, in law or equity, contingent or non-contingent, known or unknown, suspected or unsuspected ("Claims"), arising from, relating to or in connection with my participation in or presence at any events or activities sanctioned, approved by or affiliated with the Uvalde Area Chamber of Commerce.

I will not now or at any time in the future, directly or indirectly, commence, threaten or prosecute any Claim against the Releasees or any Releasee that I am by this Agreement discharging, waiving and releasing. This release, waiver and covenant not to sue includes without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short and/or long-term effects of such injury and death) whenever arising, but it shall not apply to Claims arising solely from the gross negligence or willful misconduct of Releasees or any Releasee.

**INTERPRETATION AND GOVERNING LAW**

This Agreement and any dispute arising under it shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles. All disputes pertaining to the Agreement shall be decided by a state or federal court located in the State of Texas and I consent to personal jurisdiction in such courts. If any provision of this Agreement is determined by a competent authority to be unenforceable, then all other provisions will continue in full force and effect. The provisions of this Agreement, together with my commitments and obligations hereunder, will survive termination or expiration of this Agreement.

**I HAVE READ AND VOLUNTARILY SIGN THE RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT.**

**I HAVE READ AND UNDERSTAND THE RULES OF THE PARADE AND AGREE TO COMPLY UNDER PENALTY OF REMOVAL FROM PARADE ACTIVITIES.**

**Name [please print]:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Organization (if applicable):** \_\_\_\_\_