

2019

Specialty Unit Packet

"Bobbleheads on Parade"

YOU MUST RETURN THIS PAGE TO THE SUN BOWL OFFICE

WAIVER OF LIABILITY RELEASE
INDEMNIFICATION AND HOLD
HARMLESS AGREEMENT

For and in consideration of the privilege of participating in the **2019 Sun Bowl Parade**, promoted, produced, and operated by SUN BOWL ASSOCIATION, a Texas nonprofit corporation ("SBA"), the undersigned _____ ("Participant"), his, her, or its predecessors, successors, assigns, heirs, executors, administrators, and legal representatives, does hereby agree to indemnify, waive all claims, release, defend, and hold harmless SBA, its directors, officers, officials, agents, employees and volunteers in both their public and private capacities, from and against any and all liability, claims, suits, losses, judgments, fines, penalties, damages and causes of action, including all cost and expenses of litigation and settlement for death, injury to or debt of any person, or for loss of, damage to, or loss of uses of any property arising out of or in connection with PARTICIPANT'S participation in the above described activity or any preparation leading up to the above described activity. THIS OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AND TO SO WAIVE AND RELEASE SHALL APPLY WHETHER OR NOT THE CLAIMS, SUITS, LOSSES, DAMAGES, CAUSES OF ACTION OR LIABILITY, ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF SBA, OR ANY OF ITS DIRECTORS, OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS AND/OR AGENTS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH SBA AND PARTICIPANT, THAT THE OBLIGATIONS OF PARTICIPANT PROVIDED FOR IN THIS PARAGRAPH IS AN OBLIGATION BY PARTICIPANT TO INDEMNIFY, DEFEND AND HOLD HARMLESS SBA FROM THE CONSEQUENCES OF SBA'S OWN NEGLIGENCE, WHETHER OR NOT THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. Also, it is understood by Participant that the foregoing obligation is an obligation by Participant to indemnify, defend and hold harmless SBA from liability, claims, suits, losses, damages or causes of action related or due to the negligence, act, error or omission of PARTICIPANT, or the negligence, act, error or omission of any other person (s).

The undersigned PARTICIPANT executes this document voluntarily and with full knowledge of its significance.

SIGNED this _____ day of _____, 20_____.

(Signature of PARTICIPANT)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said PARTICIPANT.

Given under my hand and seal of office on this _____ day of _____, 20_____.

Notary Public

CERTIFICATION & ACKNOWLEDGEMENT SIGNATURE

(To be filled out and signed by the unit leader only)

The Undersigned, being responsible for the _____ (NAME OF SCHOOL WHERE PARTICIPANTS ATTEND) "BAND", "ROTC", "CHEERLEADERS", "DRILL TEAM, ETC.") The Unit hereby certifies that he/she has attached a Parental Consent and Indemnification Agreement for each member of the Unit who will be participating in 2019.

I _____, representing the _____ (organization or business) ("Entrant") have completely read, and have a full understanding of the Rules & Regulations, and the Safety Requirements for the 2019 Sun Bowl Parade. I agree that it will be my responsibility to inform all members of the Entrants as to the Rules and Regulations, and Safety Requirements. I also understand and agree that if the Entrant or any member thereof fails to abide by the Rules & Regulations, and Safety Requirements, that the Entrant can be prevented from participating in the Parade or expelled from the Parade.

Sun Bowl Parade on Thursday, November 28, 2019.

Signature

Date

Print Name

Sun Bowl Parade

REQUIREMENTS & RULES FOR

SPECIALTY UNITS

Television coverage of the parade makes it mandatory that we maintain and upgrade the quality of our entries. To assist you in putting your best foot forward, the Sun Bowl Association has formulated the following set of regulations:

1. All specialty unit applications must attach a **Liability Waiver** at the time entry is submitted to the Sun Bowl Office. **If Insurance is required of your entry see #12.**
2. The Sun Bowl Association will review **SPECIALTY UNIT** applications. If your entry is approved and accepted, you will receive a letter informing you that your unit has been accepted into the Parade.
3. Due to time constraints and to upgrade the quality of the parade, beauty queens, political figures, etc. are not allowed to ride in the parade. **The Sun Bowl Parade is not a platform for political, social or religious issues.** The only exception to this will be dignitaries approved by the Sun Bowl Association. In addition, single (vintage, classic) automobiles are not allowed in the parade. **Limited space will be available to car clubs who can meet the insurance requirements, cheerleading and dance groups. No clubs or organization will be allowed to walk the parade.**
4. Entries will be accepted based on the description and photo included with your application. Upon arrival at the parade staging area, entries not conforming to the description on the application will not be allowed to participate in the parade. Any variance from the original application will not be accepted.
5. Any individual or group whose participation in the parade includes stunts or comedy antics that will include the movement of a vehicle or group in any direction other than that of the parade itself, shall provide the Sun Bowl Association with the details of such stunts at least 30 days prior to the date of the parade. No skits or maneuvers will be allowed which cause the parade to stop or deviate from the main direction of the parade travel.
6. During the parade, **a distance of 50 feet is to be maintained between floats, bands, specialty units, etc. If halted for any reason, close the gaps to 25 feet, then take up the 50 ft. interval as the parade again moves.** Remember, the parade is timed for television schedules. Everyone must cooperate if the parade gaps are to be eliminated. **PLEASE KEEP YOUR UNIT MOVING!**
7. Participants must take and keep the spaces assigned to them in the parade continuity all the way to the official disbanding areas. Each participant will receive a copy of the continuity with your assigned position and instructions for parking, arrival times, and disbanding, approximately 4 days prior to the parade.

8. All horse trailers must be equipped with a shovel. Each horse unit will be responsible for cleaning the staging area surrounding their individual trailers. You must have someone following your horses down the parade route to clean up also.
9. **NO vehicles will be permitted in the parade.** If you are interested in entering a float, please contact Joe Daubach at the Sun Bowl Office for the necessary information, entry forms, and safety requirements and float criteria.
10. **No objects of any kind maybe thrown or handed out** from any entry along the parade route. If you are caught doing so, your entry will be asked to leave the parade route immediately.
11. Only original and unique commercial (business advertising) specialty units will be accepted. Your application due no later then October 16, 2019.
12. **Entries involving motorized vehicles or horses must provide the Sun Bowl Association a Certificate of Insurance** at the time your entry is turned into the Sun Bowl Office. Insurance requirements for horse units are **\$500,000 liability and \$100,000 property damage.** Insurance requirements for motorized units such as cars and truck can be covered under your general policy you have for that vehicle. **Your entry will not be accepted without Insurance.**
13. All parade officials will be wearing identification and are assigned to specific divisions to assist participants with any problems along the parade route, and to maintain the parade's proper pace and spacing. Any and all requests or directions given by a Parade Official **MUST BE COMPLIED WITH, OR HE/SHE WILL HAVE THE AUTHORITY TO EXPEL YOUR UNIT FROM THE PARADE ON THE SPOT.** Your participation and close observation of the regulations outlined herein will help make the Parade a successful event!

Please feel free to contact the Sun Bowl office at 533-4416 with any questions you may have.

THE PARADE COMMITTEE SELECTS SPECIALTY UNITS ON THE BASIS OF ORIGINALITY, SHOWMANSHIP, BRIGHT COLORFUL DECORATIONS AND HUMOR. QUALITY IS THE HALLMARK OF THE SUN BOWL THANKSGIVING DAY PARADE!!!

PLEASE RETURN APPLICATION, LIABILITY WAVIER, AND CERTIFICATE OF INSURANCE BY OCTOBER 16, 2019 TO:

JOE DAUBACH
SUN BOWL ASSOCIATION
4150 PINNACLE STREET, STE 100
EL PASO, TEXAS 79902

DEADLINE FOR
APPLICATION IS OCTOBER
16, 2019

Date: Thursday, November 28, 2019
Parade Theme: "Bobbleheads on Parade"
Review Stands: Tickets will be available after October 25 at the Sun Bowl Association office, all Circle K Stores in El Paso for \$10.00.
 Location is at the Emergence Health Network: 1551 Montana Ave, El Paso, TX 79902
Step off Time: 10:00 a.m. (MST)
Parade Route: Montana Avenue beginning at Ochoa and ending at Copia (2.7 miles)
Anticipated Units: 100 units including floats, equestrian units, clowns, marching bands, drum and bugle corps units from Mexico, royalty, dignitaries, celebrity Grand Marshal, and a wide variety of specialty units from Mexican / Indian dancers to military ceremonial units
Television: Live coverage of the Parade on local affiliate television KTSM Channel 9 (NBC)
Anticipated Crowd: Last year around 250,000 spectators lined Montana Street Thanksgiving morning to watch the largest community event in the Southwest.
Grand Marshal: TBA

PARENTAL CONSENT AND INDEMNIFICATION REEMENT
(PLEASE KEEP THESE FOR YOUR RECORDS)

I desire that my son/daughter be allowed to participate in the **2019 Sun Bowl Parade**. I fully understand and my son/daughter also fully understands that participation in and transportation to and from the Parade could create a risk to the life, health, or safety of my son/daughter. I assume full and complete responsibility for any injury or accident that may occur to my son/daughter in his/her travel to and from and for participation in the Parade. Name of Student participating is: _____, of
 (Name of School) _____

In consideration of _____ **SCHOOL DISTRICT** ("District") and **SUN BOWL PARADE** ("Sun Bowl Association") allowing my son/daughter to participate in the Parade, the sufficiency and receipt of which is hereby acknowledged, I hereby **INDEMNIFY, RELEASE, WAIVE, DEFEND, and HOLD HARMLESS** District and Sun Bowl Association, their respective directors, trustees, officers, employees, agents, and legal representatives, from and against any and all claims, suits, losses, judgments, damages, and liabilities including any investigation, legal, and other expenses incurred in connection with and any amount paid in settlement of any claim, action, suit, or proceeding (collectively called "Losses"), to which District or Sun Bowl Association may become subject, if such Losses arise out of or are based upon my son/daughter traveling to and from or participating in the Parade. This right to indemnification is in addition to any other right available to District and Sun Bowl Association. This release, hold harmless and waiver shall be binding on my heirs, successors, and assigns, and legal representatives.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY SON'S/DAUGHTER'S INJURY OR DEATH, OR DAMAGE TO MY SON'S/DAUGHTER'S PROPERTY, THAT OCCURS WHILE TRAVELING TO OR PARTICIPATING IN THE DESCRIBED ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY DISTRICT AND SUN BOWL ASSOCIATION, THEIR RESPECTIVE DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND LEGAL REPRESENTATIVES, FOR ANY LIABILITY, INJURY, OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED MY SON'S/DAUGHTER'S NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

 Printed name of Parent or Guardian

 Signature of Parent or Guardian

Date: _____

 Printed name of Student (if 18 years of age or older)

 Signature of Student (if 18 years of age or older)

Date: _____