



CONTROL BOAT FORM

PARADE DATE: DECEMBER 12, 2009

NAME: _____

ADDRESS: _____ CITY/STATE _____ ZIP _____

DAY PHONE: () _____ EVE. PHONE: () _____

CELL: () _____ E MAIL: _____

SIZE/MAKE/MODEL OF BOAT: _____

LIABILITY COVERAGE THROUGH: _____

POLICY NO.: _____

WOULD YOU ACCEPT A HAM OPERATOR ABOARD? () YES () NO

DO YOU HAVE A HAM OPERATOR YOU PREFER TO WORK WITH?

ANY SUGGESTIONS OR IDEAS? _____

IS THERE AN **AREA** IN THE PARADE ROUTE YOU WOULD PREFER TO BE IN?

(We cannot guarantee specific locations, but we will do our best to accommodate).

CONTROL BOAT LIGHT: _____ yes, I have one _____ no, please supply.

**THE CONTROL BOAT MEETING WILL BE SCHEDULED IN DECEMBER 2nd
at 6 p.m. at the GREATER FORT LAUDERDALE CHAMBER OF COMMERCE.**

Please call Kathy Keleher at the Winterfest Office with any questions: 954-767-0686
Winterfest, Inc. 512 Northeast 3rd Avenue - Fort Lauderdale, Florida 33301 or
Kathy@WinterFestParade.com

RELEASE, INDEMNIFICATION FROM LIABILITY AND CONSENT

The undersigned, his or her heirs, successors, executors, administrators and assigns (collectively, "undersigned") hereby agree to participate as a vessel owner or control boat volunteer in the December 12, 2009 **SEMINOLE HARD ROCK WINTERFEST BOAT PARADE ("Parade") AT THEIR OWN RISK** and understands that Winterfest, Inc. ("Winterfest") shall not be liable for any active or passive action or omission in connection with or resulting from the Parade and any activities related to, occurring around or in connection with the Parade, and all activities in preparation for or in any way related to the Parade and the undersigned's participation in any of the 2009-10 Winterfest Activities **INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR OMISSIONS RESULTING FROM WINTERFEST'S OWN NEGLIGENCE** or the actions or inactions of any other person or entity including any person or entity under the control, supervision, or sanction of Winterfest before, during or in route to or from the 2009-10 Winterfest activities. In addition, the undersigned hereby fully releases, indemnifies and holds harmless Winterfest, its sponsors, vendors, supporters, employees, officers, directors, agents, volunteers, successors, assigns, local, state and federal government agencies, and any person, firms, entity or corporation in privity with any of them from any and all liability, loss, damage, trespass and/or injury (including all attorneys fees and costs) arising from any claims, demands, cause of actions or lawsuits whatsoever, in law or in equity, made by any person or entity, including, but not limited to, the undersigned, any participant, entrant, their companions, captain's mates, crew members, guests, volunteers, vessel owners or equipment owners, as a result of any act or omission by the undersigned or any person on the vessel of the undersigned, or through any contact by the vessel with any person or thing in any way in connection with or resulting from the Parade, the activities related to or occurring around the Parade, and all activities in any way related to the 2009-10 Winterfest activities **INCLUDING THOSE RESULTING FROM SUCH PERSON'S OR ENTITY'S OWN NEGLIGENCE**

As a vessel owner and/or control boat volunteer, and in consideration of being allowed to participate in the Winterfest Parade events and activities, I hereby:

1. Acknowledge that some, but not all, of the risks of participating in the Winterfest Parade activities may include:

- Changing water flow, tides, currents, wave action and ships' wakes,
- Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects,
- Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature,
- Undersigned's sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions,
- Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning,
- The presence of insects and marine life forms,
- Equipment failure or operator error,
- Heat or sun, moon or other lighting related injuries or illnesses, including, without limitation, sunburn, sunstroke or dehydration, temporary inability to perceive events due to lighting, and/or
- Fatigue, chill and/or dizziness, which may diminish my/our reaction, time and increase the risk of an accident.

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2. Agree to assume responsibility for all the risk of the activity, whether identified above or not. My/our participation in the activity is purely voluntary. I assume full responsibility for myself, my agents, guests, crew, mates, employees, assigns, heirs, executors, administrators and any minor children thereof, for any trespass, bodily injury, accident, illness, paralysis, death, loss of personal property, damages and expenses thereof, including attorneys' fees and costs resulting or in any way arising from, or in connection with, participation in the 2009-10 Winterfest Parade and Winterfest activities.

I certify that I have a current policy providing hull, liability, property damage and personal injury insurance on the boat I have entered on this application and I have an operative VHF radio on board. I understand that the boat owner or skipper MUST attend the "Control Boat Meeting" (December 2, 2009). This meeting is mandatory and cannot be waived.

I agree to comply with all Seminole Hard Rock Winterfest Boat Parade rules and U.S. Coast Guard Safety Standards (Charter vessels please bring a copy of your Coast Guard Certification) in the operation and navigation of my boat sailing to, during the Parade sailing procession and returning to the boat's home port.

The undersigned also hereby consents and grants Winterfest the right to use images and recordings of the undersigned and its vessel, without cost or additional consent, for promotion of any Winterfest events, including, without limitation, current and future Parades. By signing this form, the undersigned acknowledges that it has carefully read this entire form, fully understands that it is a waiver and release of liability, and agrees to all provisions herein.

Signature: _____

Print Name: _____

Date: _____, 2009

Vessel Name: _____

LOCATION LETTER: _____

LOCATION DETAIL: _____

Amber Light: Yes _____ / No _____ If yes, Light #: _____

COMMENTS:

Winterfest Office Use Only:

