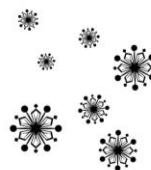




# WINTERFEST

BOAT PARADE



## BOAT PARADE APPLICATION- Part I

Date: Saturday, December 12, 2015 – Theme “Fairy Tales Afloat”

Parade Start Time: 6:30 p.m. Roll Call starts at 4:30 p.m. Staging is along the New River

This Application must be approved prior to receiving Application – Part II

### VESSEL INFORMATION *(please print legibly):*

VESSEL NAME: \_\_\_\_\_

CATEGORY: ☐ PRIVATE (no signage) ☐ NON-PROFIT (w/ signage) ☐ COMMERCIAL (w/signage) on a privately owned vessel  
☐ CHARTER ☐ SHOWBOAT (Guaranteed Television)

TYPE: ☐ powerboat ☐ sailboat ☐ barge ☐ classic (year: \_\_\_\_\_) ☐ non-motorized (type) \_\_\_\_\_

SIZE: Length (min. size 20 ft): \_\_\_\_\_ Beam (Width): \_\_\_\_\_ Height: \_\_\_\_\_ Draft: \_\_\_\_\_

FUEL: ☐ Diesel ☐ Gas Size of fuel tank: \_\_\_\_\_ # of GUESTS/CREW: \_\_\_\_\_

SPUDS: Does your vessel have operational spuds? ☐ YES ☐ NO

TUGS: Will you be using a Tug? ☐ YES ☐ NO If YES: Name of Tug Company: \_\_\_\_\_

Tug Contact: \_\_\_\_\_ Operator's Cell Phone #: \_\_\_\_\_

How many Tugs? \_\_\_\_\_ Size of Tug(s): \_\_\_\_\_ / \_\_\_\_\_

Tug(s) in New River ONLY or throughout the entire Parade? \_\_\_\_\_

THEME: \_\_\_\_\_

SIGNAGE: ☐ YES ☐ NO If YES, description: \_\_\_\_\_

### CAPTAIN'S CONTACT INFORMATION:

NAME: \_\_\_\_\_

CELL #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ SUITE/APT: \_\_\_\_\_

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

VHF CALL SIGN: \_\_\_\_\_

### PARADE EXPERIENCE:

Have you navigated the New River? ☐ YES ☐ NO - If NO – we encourage you to travel the Parade route within 30 days prior to parade.

Have you been a Captain in the Winterfest Parade before? ☐ YES ☐ NO If yes, how many times have you entered: \_\_\_\_\_

## COMMUNICATIONS:

Winterfest requires a DEDICATED person assigned to monitor VHF Radio during the Parade at ALL TIMES.

RADIO CONTACT NAME: \_\_\_\_\_ CELL PHONE #: \_\_\_\_\_

**ADDITIONAL CONTACT INFORMATION:** IF owner is not the Captain OR there is an Organizer for the Vessel

NAME: \_\_\_\_\_

COMPANY (if you are chartering): \_\_\_\_\_

CONNECTION TO ENTRY (Owner, Coordinator, etc.) \_\_\_\_\_

CELL PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ SUITE/APT: \_\_\_\_\_

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

## PAYMENT:

**PRIVATELY-OWNED VESSEL (20 ft +):**

☐ \$35.00 NO COMMERCIAL SIGNAGE

**NON-PROFIT ENTRY (20 ft +):**

☐ \$35.00 NO COMMERCIAL SIGNAGE

**COMMERCIAL SIGNAGE** (ALL signage approved by Winterfest) Fees are based on vessel size:

☐ \$250.00 20' to 39'

☐ \$500.00 40' to 59'

☐ \$1,000.00 60' +

**CHARTER** (ALL signage approved by Winterfest):

☐ \$500.00 20' to 39'

☐ \$1000.00 40' to 59'

☐ \$1,500.00 60' +

**SHOWBOAT** (Any vessel with approved signage – Sponsor designation and Guaranteed Television): ☐ \$8,000.00

**All Entry Fees** include an 8x10 photo of entry & Two tickets to the Captain's Cup Awards Dinner on **February 25, 2016:**

☐ Cash

☐ Check (enclosed)

☐ payment made online

☐ Discover

☐ Visa / Mastercard

☐ American Express

**TOTAL AMOUNT:** \_\_\_\_\_

CARD # \_\_\_\_\_ EXP \_\_\_\_\_ / \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ CVV CODE: \_\_\_\_\_

**YOU MUST** include the following with this application:

☐ PAYMENT ☐ PROOF OF LIABILITY INSURANCE ☐ COAST GUARD CERTIFICATION (Copy) if vessel is a charter

☐ RELEASE OF LIABILITY\*\*

BY CHECKING THE BOXES above and SIGNING ON PAGE 4; I have read, understand and accept the release of liability and all the terms

and conditions. **THIS APPLICATION IS NOT COMPLETE UNTIL SIGNED ON PAGE 4.**



## TERMS AND CONDITIONS

**\* ALL DÉCOR, THEME and SIGNAGE MUST BE APPROVED BY WINTERFEST**

Winterfest reserves the right to stop an entry from participating in the parade if the vessel hosts, signage NOT approved by Parade Committee prior to parade day. **SIGNAGE AND DECORATIONS ARE BE SUBJECT TO INSPECTION BY WINTERFEST. Winterfest, Inc. reserves the right to prevent any boat from participating in the parade that displays obscene, vulgar or offending décor including, but not limited to, confederate flags, offensive gestures, anti-American sentiment, nudity, or profanity.** *By signing this application, applicant hereby acknowledges and consents to be bound by the terms and conditions of this application.* The Seminole Hard Rock Winterfest Boat Parade is a family event which will be viewed by children and adults of all ages, races and beliefs. Applicant is hereby notified that all decorations, costumes and entertainment MUST be wholesome and suitable for viewing by minors.

**CORPORATE SIGNATE:** Winterfest, Inc. prides itself on the integrity of its relationships with its partners. As such, there are category exclusivities within the Winterfest Celebration and Parade. Winterfest reserves the right to deny corporate signage on an entry based on contractual exclusivity with our partners. Please contact Winterfest, Inc. prior to submitting your application for approval.

**REMINDER:** Please keep in mind that in the eyes of a child there is only **ONE Santa Claus**. Only ONE boat will be allowed to host a LIVE SANTA CLAUS OR SANTA IMAGE which is boat #100 - therefore, any vessel (other than the one designated by Winterfest) with a Santa Claus or person with a Santa Hat and beard or characters that resemble "a kind of Santa" (such as a Mickey Claus, Homer Clause, etc.) will NOT be permitted to participate in the parade WITHOUT written consent by parade officials. PLEASE NOTE: Winterfest, Inc. could request you to not participate the night of the parade if you are not pre-approved to host a "Santa or Claus-type Image." Winterfest Inc. makes no inspection for misappropriation or infringement of third party trademarks, copyrights, publicity rights, rights to names, likeness or characters or other intellectual property rights ("IP Rights").



### PROOF OF INSURANCE:

**ALL BOATS MUST provide proof of insurance to the Winterfest Office before being considered for Parade participation. Proof of Insurance and liability requirements are: Full Liability, property damage and personal injury insurance on their vessel. Proof of coverage in the form of a certificate of insurance will need to be submitted to our office with application or can be faxed (954.767.0665) by your agent.**

### 2015 RELEASE, INDEMNIFICATION FROM LIABILITY AND CONSENT:

By signing this application, his or her heirs, successors, executors, administrators and assigns (collectively, "undersigned") hereby agree to participate as a vessel owner and/or control boat volunteer in the December 12, 2015 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 2015-16 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 2015-16 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 attorney's 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 2015-16 Winterfest activities INCLUDING THOSE RESULTING FROM SUCH PERSON'S OR ENTITY'S OWN NEGLIGENCE.

**2015 RELEASE, INDEMNIFICATION FROM LIABILITY AND CONSENT CONTINUED:**

**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:**

*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.

*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 2015-16 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 and the person monitoring the radio MUST attend the "Captain's Meeting" (December 7, 2015) and attendance at the "Captain's 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 include a copy of your Coast Guard Certification with your vessel**) in the operation and navigation of my boat sailing to, during the Parade sailing procession and returning to the boat's home port.*

*I represent and warrant that the vessel, its signage, lighting, decorations, costumes, performances, characters, displays and other visual or audible features of the vessel, its passengers and/or crew, as appearing in the Parade, will not misappropriate or infringe any IP Rights and I understand that procurement of any third party rights, licenses and approvals necessary are the sole and exclusive responsibility of the owner of the vessel and are not the responsibility of Winterfest, Inc.*

***Signing the application above 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.***

**I have read, understand and accept the release of liability and all the terms and conditions.**

**Name (print):** \_\_\_\_\_

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