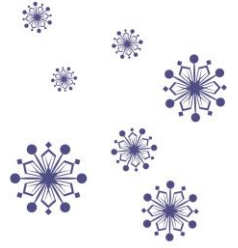




WINTERFEST BOAT PARADE



CONTROL BOAT ENTRANCE APPLICATION/AGREEMENT PARADE DATE: DECEMBER 10, 2022

NAME: _____

ADDRESS: _____ CITY/STATE _____ ZIP _____

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

CELL: () _____ E MAIL: _____

SIZE/MAKE/MODEL OF BOAT: _____

LIABILITY COVERAGE (required): _____

POLICY NO.: _____

PLEASE ATTACH COPY OF INSURANCE

WOULD YOU ACCEPT A HAM OPERATOR ABOARD? () YES () NO
IF YES, DO YOU HAVE A HAM OPERATOR YOU PREFER TO WORK
WITH? _____

**IS THERE A SPECIFIC AREA ALONG THE PARADE ROUTE YOU PREFER?
(We cannot guarantee specific locations, but we will do our best to accommodate).**

ANY SUGGESTIONS OR IDEAS? _____

CONTROL BOAT AMBER LIGHT: _____yes, I have one _____no, please supply (at meeting).

**THE CONTROL BOAT MEETING IS SCHEDULED FOR WED., DECEMBER 7th. At
the Greater Fort Lauderdale Chamber of Commerce 512 Northeast 3rd. Avenue, Fort
Lauderdale, Florida 33301 - 2ND floor.**

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

**AGREEMENT TO PARTICIPATE AS CONTROL BOAT
WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

The undersigned, his (her) employees, principals, directors, officers, agents, affiliates, the vessel (*in rem*) and/or any third party under undersigned's control or supervision including crew, his or her heirs, successors, legal representatives, administrators and assigns (collectively, "Undersigned") hereby expressly agrees to volunteer to participate as a vessel owner and/or control boat volunteer (collectively, "Parade Service") in the December 10, 2022 Seminole Hard Rock Winterfest Boat Parade ("Parade" or "Parade Service"), said Parade comprising one of the 2022-2023 Winterfest Celebration ("2022-2023 Winterfest Activities"), Undersigned's Parade Service shall be at Undersigned's OWN RISK and Undersigned acknowledges, agrees and understands that Winterfest, Inc. and its principals, officers, partners, directors, members, shareholders, sponsors, vendors, supporters, employees, agents, representatives, predecessors, successors, subsidiaries, affiliates, vessel(s) (*in rem*), volunteers, service providers, guests, assigns, local, state and federal government agencies, and any person, firm, entity, corporation or other third party in connection therewith (collectively, "Winterfest") shall not be liable for any Risk, occurrence, action or omission, whether active or passive, in connection with or resulting from Undersigned's Parade Service and/or any activities related thereto, occurring in proximity to or in connection with the Parade, 2022-2023 Winterfest Activities or Parade Service, including any and all activities in preparation for or in any way related to the Parade or Parade Service and to the Undersigned's participation in any of the 2022-2023 Winterfest Activities, including, but not limited to, any and all occurrences which may result from Winterfest's negligence, or the actions or inactions of any other person or entity, including any person or entity under the control, supervision, or authorization of Winterfest, before, during, after or en route to or from the Parade, Parade Service or the 2022-2023 Winterfest Activities.

Undersigned hereby agrees that it shall defend, indemnify and hold harmless Winterfest, its principals, officers, partners, directors, members, shareholders, sponsors, vendors, supporters, employees, agents, representatives, predecessors, successors, subsidiaries, affiliates, vessel(s) (*in rem*), volunteers, guests, assigns, local, state and federal government agencies, and any person, firm, entity, corporation or other third party in connection therewith from any and all liability, for any loss of any kind or nature, claims, suits, actions, damage, trespass, injury of any kind or nature and death, and/or all liability or expense including attorneys fees and costs arising from any Risk, claim, demand, cause of action or lawsuit whatsoever, made by any person or entity, including, but not limited to, the Undersigned, and/or any participant, guest, entrant, companion, minors, agent, employees, assigns, vessel(s) (*in rem*), heirs, administrators, crew, guest, volunteer, vessel owner or equipment owner, as a result of any act or omission by the Undersigned, or through any contact by the Undersigned with any person or thing in any way occurring in connection with or resulting from the Parade, the activities related thereto or occurring in connection with the Parade, Undersigned's Parade Service and/or 2021-2022 Winterfest Activities, specifically including those resulting from such person's or entity's own negligence.

Undersigned as a Parade Service provider, and in consideration of being allowed to participate in the 2021-2022 Winterfest Activities hereby:

1. Acknowledges that risks of participating in the 2022-2023 Winterfest Activities may include, but are not to be limited to the following: a) Changing water flow, tides, currents, wave action and ships' wakes, b) Collisions and/or allisions with any of the following: other participants, watercraft, and/or manmade or natural objects, c) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, d) Diminished or altered sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions, e) Collision, allision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning, f) The presence of insects and marine life forms, g) Vessel and/or equipment failure or operator error, h) Heat or sun, lightning or other acts of God related injuries or illnesses, including, without limitation, sunburn, sunstroke or dehydration, temporary inability to perceive events due to lighting, and/or i) Fatigue, chill and/or dizziness, which may diminish reaction time and increase the risk of an accident (collectively, "Risks")
2. Undersigned expressly agrees to assume sole and exclusive responsibility for Risks in participating in the Parade Service, Parade and or 2022-2023 Winterfest Activities, regardless of cause, Undersigned, its principals, directors, officers, its agents, guests, crew, employees, volunteers, assigns, heirs, administrators and any minors, from and all liability of any nature and for any loss or damage of any kind or nature and/or injury of any kind or nature, including without limitation, 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, Parade Service and/or 2019- 2020 Winterfest Activities and shall defend, indemnify and hold Winterfest harmless for same.
3. Undersigned certifies that I have a current policy providing hull, liability, property damage and personal injury insurance on the boat 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 7, 2022). This meeting is mandatory and cannot be waived.

4. Undersigned agrees 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.

5. Undersigned agrees to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event the vessel is involved in any casualty resulting in personal injury, death or property damage while participating in the Parade, Undersigned's Parade Service and/or 2022-2023 Winterfest Activities.

6. The Undersigned also hereby consents and grants Winterfest the right to use the name and image of the Undersigned and its vessel in any media, without additional compensation or consent, for promotion of Winterfest and any and all 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, agrees to all provisions herein and has the express authority to bind the owner of the vessel named below to all the terms of this Agreement.

Signature: _____

Print Name: _____

Date: _____, 2022

Vessel Name: _____

-----FOR WINTERFEST OFFICE USE ONLY-----

LOCATION LETTER: _____

LOCATION DETAIL: _____

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

COMMENTS:

