## 37<sup>th</sup> Annual Treasure Island Holiday Lighted Boat Parade Saturday December 17<sup>th</sup>, 2022

[Make-up date - Sunday December 18<sup>th</sup>]

Registration Form - Please Print Clearly!

Email	
City	Zip
*Entry fee	(circle): Credit Card Check
Length Overall:	Beam: Draft:
Small Power (under 3	0') Sailboat
arade working ch.68 <u>to</u>	be monitored by all boat oper
ed at Captain's I er 15th, 2022 at	
	EmailEntry feeLength Overall: Small Power (under 3 arade working ch.68 to ed at Captain's lear 15th, 2022 at

ENTRY REGISTRATION: \$20.00 payment by check or credit card MUST accompany registration form. Deliver or mail registration form with entry fee to: Treasure Bay Golf & Tennis, 10315 Paradise Blvd, Treasure Island, FL 33706. Checks payable to the "City of Treasure Island". Boat registration numbers and vessel parade instructions will be provided at the Captain's Meeting.

<u>PARADE AWARDS PARTY</u>: All participants are invited to the Parade Awards Party following the boat parade at 9:00 PM at Crabby's on the Pass, 12754 Kingfish Drive, Treasure Island, FL 33706.

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## 37th Annual Treasure Island Holiday Lighted Boat Parade Waiver, Release & Hold Harmless Agreement

I, the participant or the parent/legal guardian of the participant, agree to waive, release, absolve, and covenant not to sue the City of Treasure Island, its mayor, commissioners, employees, officers, volunteers, representative, attorneys and agents ("Releasees"), for any and all claims, including claims for equitable or injunctive relief, actions, damages, loss or injury of any kind including personal injury, bodily injury, death, and property damage, liabilities, and expenses, including reasonable attorneys' fees and costs, in connection with or arising from my entry and participation in any activities of any kind in any way connected to the City of Treasure Island Holiday Lighted Boat Parade.

This release includes a release for any and all losses or injuries arising out of any and all negligent or wrongful acts or omissions of the City of Treasure Island, its mayor, commissioners, employees, officers, volunteers, representatives, attorneys and agents specifically concerning or arising out of any activities of any kind and in any way connected to the City of Treasure Island Holiday Lighted Boat Parade.

I further agree to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, volunteers, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind of nature, including claims for personal injury, property damage, relief, or loss of use, arising out of my entry and participation in any activities of any kind in any way connected to the City of Treasure Island Holiday Lighted Boat Parade whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, volunteers, agents and attorneys,. The obligations contained in this provision shall survive the termination of this Agreement and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF TREASURE ISLAND USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF TREASURE ISLAND IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF TREASURE ISLAND HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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## **COPYRIGHTS AND INTELLECTUAL PROPERTY**

I further understand that the City does not hold licenses for intellectual property rights for event participants. Therefore, I understand that it is my sole responsibility to obtain the necessary license(s) for any and all copyrighted music or other copyrighted material that I, or any member of my group, may play during the event. I further acknowledge and agree that the City does not profit, obtain any direct or indirect financial benefit from my use of any music during the event, nor does the City have any right or ability to exercise control over any copyrighted music or other copyrighted material that I, or any member of my group, may play during the event. Therefore, I acknowledge, agree, and represent that I understand that it is my responsibility to obtain the required license or licenses for any music or performances I choose to deliver during the City Events. I further hereby release, discharge and covenant not to sue Releasees for any and all liability, claims, demands, suits, or losses, for my failure to obtain appropriate licenses, copyrights, or any other required intellectual property rights. I FURTHER AGREE that if, despite this waiver and release, I, or anyone on my behalf, or anyone who has a claim against me connected to my failure to obtain a license to perform protected by intellectual property rights, and makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

By signing this document, I agree to abide by all rules and policies set forth by the Treasure Island Boat Parade Committee. I understand that the Treasure Island Boat Parade Committee may change or modify the rules and policies as needed and any failure to abide by this Waiver, Release and Hold Harmless Agreement or the rules and policies set forth by the Treasure Island Boat Parade Committee may result in revocation of my approval to participate in this or any other event held or sponsored by the City of Treasure Island.

Printed Name of Participant	Signature of Participant (18 Years or older)	Printed Name of Parent or Legal Guardian	Signature of Parent or Legal Guardian (if participant is under age 18)	Date

Please read carefully before signing. This release is signed of my own free act and will.

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