



HAPPY BIRTHDAY AMERICA 2023 PARADE APPLICATION

Date: Tuesday, July 4, 2023

Parade Start Time: 10:00 a.m.

Location: Gypsy Hill Park (line up on Thornrose Ave)

Instructions for completing your parade entry form:

1. Complete ALL SECTIONS of the Parade Entry Form.
2. Make checks payable to *Happy Birthday America*.
3. Mail completed form and payment to

Happy Birthday America
Attn: Parade Director
P.O. Box 1166
Staunton, VA 24402

Please note: Due to the success and size of our Happy Birthday America Parade, we will have to limit our parade entries to a total of 150. Please get your entry in ASAP!

*****COMPLETED APPLICATIONS & PAYMENT MUST BE POSTMARKED BY Saturday, JUNE 10th*****

Detailed instructions for all parade participants will be **EMAILED** by **Friday, June 16th**.

Questions may be directed to: info@happybirthdayamerica.org



SECTION 1: CONTACT INFO

Organization/Business: _____

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email (required): _____

Briefly describe your entry and/or your theme (must relate to July 4 and be appropriate for all ages):

SECTION 2: PAYMENT INFO

Please check the box by the appropriate category. Payment **must** be included with application.

Commercial Entry - \$85

Any business, organization or group that **does not** have non-profit status with the IRS or is promoting their for-profit organization.

Political Entry - \$85

Nonprofit Entry- \$25

Please give Tax ID number (if available): _____

Individual Entry- \$25

(Car Clubs - **Each** parade entry requires a **separate application & fee.**)

SECTION 3: ENTRY CATEGORY

Please check the box that *best* describes your entry.

- | | |
|---|--|
| <input type="checkbox"/> Antique Vehicle – Year: _____ | <input type="checkbox"/> Marching Band |
| <input type="checkbox"/> Business/Commercial | <input type="checkbox"/> Military |
| <input type="checkbox"/> Church | <input type="checkbox"/> Pageant |
| <input type="checkbox"/> Civic Club/Organization/Car Club | <input type="checkbox"/> Political |
| <input type="checkbox"/> Dance/Cheer/Martial Arts/Sports | <input type="checkbox"/> School |
| <input type="checkbox"/> Emergency Vehicle | <input type="checkbox"/> Veteran |
| <input type="checkbox"/> Equestrian | <input type="checkbox"/> Other _____ |

SECTION 4: VEHICLE INFO

Please check the box that *best* describes your vehicle.

- | | |
|--|--|
| <input type="checkbox"/> Car | <input type="checkbox"/> Farm Vehicle |
| <input type="checkbox"/> Truck | <input type="checkbox"/> Emergency Vehicle |
| <input type="checkbox"/> Motorcycle | <input type="checkbox"/> No Vehicle (walking only) |
| <input type="checkbox"/> Float (pulled by truck) | <input type="checkbox"/> Other _____ |

Please give an estimated FULL LENGTH of entry (include vehicle, float, and walkers):
_____ ft.

Please give the total estimated number of WALKERS/MARCHERS: _____ people

Note: Please understand that the park is a 1.3 mile loop and the sun/humidity may make the walk around the park a difficult one for some individuals. Please ensure your walkers/marchers are sufficiently physically fit to make the walk and ensure your group is hydrated or carries water for hydration along the route.

SECTION 5: EXTRA ENTRY DETAILS

Please check *all* applicable boxes.

- This entry has **MUSIC**. We agree that music will be appropriate for the setting.
- This entry has **ANIMALS**. We understand that we are responsible for any clean up along with maintaining the safety of our animals along the route.
- This entry will pass out **CANDY/MATERIALS**. We understand that **nothing may be thrown** from any vehicle or float and so will have only walking participants pass out materials. *(this is a safety concern - we do not want children or adults running into the parade route to pick up items that are thrown)*
- This entry will pass out **LITERATURE**. We have ***included a copy*** of the literature to be passed out and understand that the HBA committee must pre-approve all literature.
- This entry includes **CHILDREN**. We agree that we will provide sufficient adult supervision during lineup and throughout the parade route.
- Other, please describe: _____

SECTION 6: RULES & REGULATIONS

- Participants must follow the instructions of police and parade officials.
- Parade officials reserve the right to remove any entry that does not follow instructions, has safety concerns, contains inappropriate displays or is deemed generally unsuitable for the event.
- Entries should reflect the patriotic theme of the event and be appropriate for children and families.
- Each entry must clearly display the given entry number for the entirety of the parade including lineup.
- Only parade participants and parade vehicles will be allowed in the lineup area before the parade begins. No additional vehicles will be permitted. Please decorate and assemble entries before lining up.
- No entry may slow the pace of the parade or come to a complete stop along the parade route unless necessary for safety.
- Entries with animals must provide their own cleanup crew following immediately behind throughout the entire parade route.
- Participants are forbidden from *throwing* candy or materials from vehicles or floats. Only those *walking* may hand out candy/materials.
- Any literature to be handed out must be submitted for pre-approval *with this application*.
- All participants consent to the usage of their name, image and likeness by Happy Birthday America.

SECTION 7: AGREEMENT

THIS INDEMNITY AGREEMENT made and entered this _____ day of _____ by and between _____ (Parade Participant) and Happy Birthday America.

WITNESSETH:

In consideration of the sum of Twenty-Five (\$25.00) nonprofit entry or Eighty-Five Dollars (\$85.00) commercial entry cash in hand paid and good and valuable consideration not herein specifically set forth, the receipt of all of which is hereby acknowledged. _____ (Parade Participant), hereby agrees to indemnify and hold Happy Birthday America harmless for injury or damages to persons or property, for any and all other liability, loss, damages, cost or expenses, including attorney fees incurred to defend against claims or to enforce the terms of this agreement, by Happy Birthday America in connection with the parade participants in the Happy Birthday America parade commencing on July 4, 2023 and terminating on July 4, 2023.

It is also expressly understood by the parties to this Contract, that the City of Staunton, Virginia, a municipal corporation, is not a party to this Contract and is not liable for the performance or breach of any provision hereof; and the participants also agree to indemnify and hold the City of Staunton harmless for injury or damages to persons or property by reason of their participation in the parade.

By signing below, the undersigned agrees that Happy Birthday America ("HBA") will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy ("Force Majeure Event"). The Parties hereby acknowledge that while current events related to the COVID-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure Event to the extent that they prevent the performance of HBA's obligations under

this agreement. If HBA cancels the event due to a Force Majeure Event, the undersigned acknowledges and agrees that there will be no refund for the fees paid to participate in such event, and the undersigned shall forfeit any such fees and hold HBA harmless for the same.

By signing and dating this agreement, I/We acknowledge that I/we have read, fully understand and agree to all of the terms stated and that I/we are authorized to do so. I/We agree said unit has a minimum auto liability policy of 300/100/100 or commercial general liability policy of \$1,000,000 in effect on July 4, 2023.

Signature

Print Name

Title

Date