

Gasparilla Preschooler's Stroll
Presented by



Saturday, January 19, 2019

Official Registration Form

The Gasparilla Preschooler's Stroll presented by Tampa Lowry Park Zoo was created for children five (5) and under, however children of all ages are welcome to participate. The Stroll begins at **1:30 p.m.**

To participate, you must fulfill the following requirements:

1. All children must be in costume: Gasparilla pirate-themed or animal attire please!!
2. You must decorate and theme your "unit" – stroller, wagon, tricycles, etc.
3. Preschoolers must ride—not walk—and must be accompanied by an adult.
4. MOTORIZED VEHICLES OF ANY SORT ARE NOT PERMITTED IN THE STROLL.
5. MAIL the enclosed forms to EventFest NO LATER THAN JANUARY 5, 2019.

NOTE: NO WALK-UPS ADMITTED INTO THE STROLL – YOU MUST REGISTER IN ADVANCE.

MAIL COMPLETED REGISTRATIONS TO:

EventFest, Inc.

Attn: Preschooler's Stroll

1200 West Cass Street, Suite 110, Tampa, FL 33606

Questions? Email Allison Regan, Event Coordinator at EventFest, Inc. Regan@EventFest.com

CONTACT INFORMATION:

Name of Unit (get creative!): _____ Contact Name: _____

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Email: _____

Cell Phone: _____

Number of Preschoolers/Children Participating: _____ Number of Adults: _____

RULES & REGULATIONS/SAFETY OFFICER

Each entry is required to name a Point of Contact/Safety Officer on this application. The Point of Contact will serve as the Unit's Safety Officer, and is responsible for upholding the rules and regulations of the **Event**, and ensure compliance by their organization. The Safety Officer will be responsible for the following:

- 1) Ensuring the safety of their unit and participants. The Safety Officer shall report any and all incidents or emergencies to uniformed City of Tampa Police. The Point of Contact/Safety Officer is required to sign any and all incident reports involving their unit(s) or their participants before leaving the **Event** site.
- 2) Understanding that the Preschooler's Stroll by its nature is an **ENTERTAINMENT MEDIUM** and, therefore, the contribution of each unit to this concept is critical. The **Event is NOT A PLATFORM FOR POLITICAL, RELIGIOUS OR SOCIAL ISSUES**, and no unit will be permitted in the Preschooler's Stroll if, in the judgment of the Parade Committee, or Event Staff, it reflects such issues.
- 3) Upholding the **Event** policy which **PROHIBITS ANY SPONSOR OR CORPORATE IDENTITY ASSOCIATED WITH INDIVIDUAL PRESCHOOLER'S STROLL UNITS**, this includes clothing. Units that violate this policy will be removed from the lineup and denied participation in future years.
- 4) Educating and monitoring the safe distribution of beads or other giveaways (hand out OR underhand toss).
- 5) Ensuring their unit upholds the **Event** policy which **PROHIBITS ALL PAPER MATERIALS (I.E. FLYERS, BOOKLETS, PAMPHLETS, BROCHURES, ETC.) FROM BEING DISTRIBUTED ALONG THE PRESCHOOLER'S STROLL ROUTE.**
- 6) Ensuring their unit upholds and honors the **Event** policy which **BANS THE POSSESSION OF AND/OR CONSUMPTION OF ALCOHOL** at the Children's Gasparilla Extravaganza. Any unit found in violation of this policy may be suspended from participating in the Gasparilla Preschooler's Stroll, the Children's Gasparilla Parade and/or the Gasparilla Parade of the Pirates for up to three (3) years.
- 7) Ensuring their unit upholds the **Event** policy, which has been developed for the safety and sensitivity to the environment which **PROHIBITS THE USE OF GLASS, STYROFOAM AND/OR CONFETTI** within the **Event** site.
- 8) Ensuring their unit upholds the **Event** policy **PROHIBITING PROFANE OR INAPPROPRIATE MUSIC** at the **Event**. Music must be appropriate for children of all ages and played at appropriate volume levels, as determined by Event Staff.
- 9) Manage and communicate with their unit's participants prior to the **Event** and throughout the **Event** day, and each unit's Safety Officer must remain with their unit at all times, including the staging area through the entire stroll route.

Safety Officers should also be on the lookout for any suspicious items in and around their units. If a suspicious item is identified please notify a uniformed officer immediately.

I recognize that the Event, at its sole discretion, retains the right to remove my entire unit and/or specific unit participants from the stroll line up at any time. I understand reasons for termination could include failure to comply with the rules and regulations of the Event, as stated above, or failure to use appropriate judgment at this alcohol-free, child-centered community event.

Safety Officer (Day of Contact) Name: _____

Safety Officer (Day of) Cell Phone Number: _____

Safety Officer Signature: _____

Release, Assumption of Risk, Covenant Not to Sue and Hold Harmless

The Children's Gasparilla Extravaganza, Including the Gasparilla Preschooler's Stroll presented by Tampa Lowry Park Zoo

In consideration of the opportunity to participate in the Children's Gasparilla Extravaganza and the Gasparilla Preschooler's Stroll presented by Tampa Lowry Park Zoo on January 19, 2019, I, as an authorized representative of my Preschooler's Stroll Unit, do agree as follows:

A. Definitions:

1. The "Agreement" shall refer to this Release, Assumption of Risk, Covenant Not to Sue and Hold Harmless.
2. "Released Party" shall refer to City of Tampa, Ye Mystic Krewe of Gasparilla, EventFest, Inc. and **Event Sponsors**, and include each Released Party's past, present and future members, owners, employees, officers, directors, principals, parents, subsidiaries, affiliates, associated corporations, agents, partners, representatives, predecessors, heirs, legal representatives, successors, and assigns.
3. "My Organization" shall refer to everyone participating in the stroll under my group's name and include past, present and future members, their guests, owners, employees, officers, directors, principals, parents, subsidiaries, affiliates, associated corporations, agents, partners, representatives, predecessors, heirs, legal representatives, successors, and assigns.
4. The "**Event**" shall refer to My Organization's participation in the Children's Gasparilla Extravaganza and the Gasparilla Preschooler's Stroll. My Organization's travel to and arrival at the location of the **Event** to its departure from and return home from that location.
5. "Injury" shall refer to personal injury, bodily injury, death, property damage, and any other personal or financial loss sustained by My Organization that in any way results from, or relates to the **Event**.

B. Acknowledgments:

1. I am at least 18 years of age and otherwise competent to sign this Agreement. I am a member of My Organization. I am specifically authorized to sign this Agreement on behalf of My Organization. My Organization is aware of this Agreement and agrees to be bound by its terms and conditions.
2. Participation in a large event, such as the Children's Gasparilla Extravaganza, including large parades, such as the Gasparilla Preschooler's Stroll, has inherent dangers requiring skill, concentration, and attention by all participants. My Organization understands that no amount of care, caution, instruction or expertise can completely eliminate such dangers.
3. No Individual in My Organization is suffering from any illness or physical disability that would affect his or her ability to safely participate in the **Event**.

C. Release, Assumption of Risk, Covenant Not to Sue, and Hold Harmless:

My Organization desires to participate in the **Event**. To do so, it voluntarily agrees to the following rules:

1. My Organization releases, waives, and discharges the Released Party to the full extent allowed by law, from any and all liability claims, demands, or causes of action for injury, however caused, even if caused by the negligence, in whole or part and in any form, of the Released Party.
2. My Organization expressly and voluntarily assumes all risk of injury, to the full extent allowed by law, however caused, even if caused by the negligence, in whole or part and in any form, of the Released Party.

3. My Organization will not sue or make a claim against the Released Party for Injury, and, if it violates this Agreement by filing such a suit or making a claim, My Organization will pay all attorney's fees and costs of the Released Party.

4. My Organization will defend, indemnify, and hold harmless the Released Party from all claims, judgments and costs, including attorney's fees (to the limited extent that the defense and indemnity are not otherwise covered by collectible coverage insurance), in the event that someone suffers personal injury, bodily injury, death or property damage as a result of My Organization's negligence, gross negligence, or willful misconduct connection with the **Event**.

5. My Organization recognizes that the Gasparilla Preschooler's Stroll by its nature is an entertainment medium and, therefore, the contribution of each unit to this concept is critical. The **Event** is not a platform for political, religious, or social issues, and no unit will be permitted to participate in the Gasparilla Preschooler's Stroll if, in the judgment of the Parade Committee, or Event Staff, it reflects such issues.

6. My Organization will uphold the **Event** policy which prohibits any sponsor or corporate identity associated with the individual Gasparilla Preschooler's Stroll units without seeking permission in advance, in writing from EventFest, Inc.

D. Termination, Applicable Law, and Severability:

1. My Organization agrees that this Agreement will apply to the **Event** and may only be terminated in writing.

2. My Organization understands that this Agreement is a contract. My Organization agrees that this Agreement shall be governed and construed in accordance with the laws of the State of Florida. All disputes arising under, in connection with, or incident to this Agreement shall be litigated, if at all, in the Thirteenth Judicial Circuit, Hillsborough County, Florida.

3. This Agreement is intended to be broad and inclusive as is permitted by law, if any part, article, paragraph, sentence, or clause of this Agreement shall be deemed unenforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT, AND I ACKNOWLEDGE THAT IT CONSTITUES A RELEASE OF LIABILITY AND A WAVIER OF MY ORGANIZATION'S LEGAL RIGHTS. MY ORGANIZATION AGREES TO ASSUME ALL RISKS ARISING OUT OF THE **EVENT**, SO THAT IT CAN PARTICIPATE.

Dated: _____

(Signature)

(Print Name)

PUBLICITY RELEASE:

I, as an authorized representative of my Preschooler's Stroll Unit, give EventFest, Inc. as manager and producer of the Children's Gasparilla Extravaganza (**Event**), permission to photograph members of our Preschooler's Stroll Unit, record voices, reproduce voices and pictures during the **Event**, and use names, voices and pictures in advertising, publicity and promotional activities in all media now existing or hereafter created. I agree that members of our **Preschooler's Stroll Unit** will not be paid, compensated or credited for any such use of their names, voices or pictures for advertising, publicity or promotional activities.

PLEASE INITIAL: YES _____ NO _____

GENERAL PROVISIONS

I agree that any disputes relating to this Release will be resolved only in a court in Hillsborough County, Florida, and I agree to accept service of process wherever I am, even outside of the State of Florida. I expressly agree to waive trial by jury in any such court case. I agree that the laws of the State of Florida will govern this Release.

I CERTIFY THAT I AM AN AUTHORIZED REPRESENTATIVE OF THIS PRESCHOOLER'S STROLL UNIT AND HAVE MADE ALL PARENTS AND GUARDIANS OF PARTICIPANTS AWARE OF THE EXECUTION OF THIS RELEASE. I CERTIFY THAT THE RESPONSES TO THE STATEMENTS ABOVE ARE TRUE.

SIGNATURE: _____

PRINTED NAME: _____

"BEST OF STROLL" INFORMATION

EventFest, in collaboration with our celebrity judges, will award our "Best of Stroll" winners with complimentary bleacher seating tickets for the Children's Gasparilla Parade!

Our judges will choose top winners and base their decisions on the originality, creativity, and overall presentation of their costumes and units (strollers, wagons, etc.):

We highly suggest the following:

1. The members of your group (both adults and children!) dress in costumes with a Gasparilla (pirate) theme or a Tampa Lowry Park Zoo animal theme
2. Dress up your Unit (wagon, stroller, etc.) with pirate or zoo animal themed decorations

The judging will take place at 1:00p.m. before the start of the Stroll. Our "Best of Stroll" winners will receive a specially produced "Best of Stroll" award to recognize their achievement as they stroll down Bayshore. EventFest staff will distribute "Best of Stroll" awards and complimentary reserved bleacher tickets prior to the start of the stroll.

