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Parade Safety Rules, Agreement & Certification

Purpose

The City's purpose in adopting these Parade Safety Rules, Agreement, & Certification (the "Rules") is to create a safe event for all applicants, participants and spectators who participate in parades within the City's jurisdiction, or other state as may be approved in advance by the City in writing.

The Applicant, as defined at the end of these Rules, and all its participants, including, but not limited to, all drivers, walkers, and performers (each a "Participant" and collectively, "Participants"), are required to review these Rules prior to submitting a parade entry and to sign these Rules indicating that they have read and understand these Rules, and that they and all vehicles are in complete compliance with these Rules before the parade begins, that they shall keep all vehicles and trailers in complete compliance with these Rules at all times during the parade, that they will obey all of these Rules at all times during the parade, and that they acknowledge the City's right to enforce these Rules at all times and in any manner the City deems advisable.

Rules

1. Vehicle Licensing and Registration. Vehicles and trailers shall be properly licensed and registered.
2. Vehicle Maintenance. Brakes, wheels, tires, exhaust pipes, lights, horns or other sounding devices, and all other mechanical and electrical components of all vehicles, trailers and specialty vehicles, including, but not limited to, scooters, ATV's and Segway's, shall be in good condition and in complete legal working order. Brakes shall be in a condition sufficient to stop any vehicle in a quick manner, and with a loaded trailer as applicable. No extra gasoline may be carried on any vehicle or trailer at any time during the parade, except as provided in Paragraph 16. Vehicles shall be capable of maintaining a minimum constant speed of ten (10) miles per hour.
3. Vehicle Servicing. All vehicles to be used in the parade, including those pulling trailers and self-propelled vehicles, shall be serviced for gas, oil, water, tire inflation and battery charging prior to reporting to the staging areas for the parade.
4. Towing. All trailer hitches and connections to a vehicle shall be in good condition and in complete legal working order on the date of the parade, and shall comply with all applicable laws and standards. Primary and secondary connections shall be appropriate for the normal and anticipated loads.
5. Vehicle Insurance. Vehicles licensed for on road use shall have proof of insurance in terms and coverage satisfactory to the City, and such proof shall be kept in the vehicle at all times on the date of the parade and presented to the City upon its request.
6. Vehicle Decorations & Driver Vision. Decorations shall not cover the exhaust pipe or be placed in a position where they may interfere with the exhaust system. Exhaust pipes shall clearly extend beyond all decorative materials on the vehicle and trailer. All decorations shall be made of fire retardant materials. Decorations shall be designed to allow the driver one hundred eighty (180) degrees clear vision to the front and sides of the trailer and vehicle. If one hundred eighty (180) degrees vision cannot be provided to the driver for any reason, one or more spotters with clear vision of all obstructed areas shall be in or on the vehicle or trailer at all times during the parade, and shall act as a guide for the driver. All vehicles, with or without an attached trailer, must be able to make a ninety (90) degree corner within two (2) traffic lanes.
7. Communication with Driver. One or more spotters shall be located on every trailer at all times during the parade, in order to immediately communicate with the driver of the tow vehicle about any problem or concern on or about the trailer that needs to be addressed.
8. Drivers. Drivers shall minimize abrupt starts and stops. Drivers shall maintain an adequate distance of at least five (5) seconds between other parade vehicles, and shall give special attention to maintaining a safe distance from all walkers

and performers. Drivers shall have a valid driver's license, which shall be kept in the vehicle at all times during the parade, and drivers shall be in competent condition to safely operate the vehicle on the date of the parade. No hot rodding, hole shots, wheelies, or similar actions shall be allowed during the parade. Drivers shall not deviate from the City-designated parade route at any time or for any reason, unless expressly directed to do so by the City.

9. Performers. Performers shall keep up with the pace of the parade and the vehicles in the parade. Performers shall not act or perform in any manner that causes a temporary or permanent stopping or slowing of any vehicles in the parade.
10. Vehicle Organizations. Car, motorcycle, etc. groups are limited to ten (10) vehicles per group.
11. Animals. Horses, cows, reptiles shall not be brought to or included in the parade, or in or on any vehicle or trailer in the parade, without the prior written approval of the City. Animal groups are responsible for cleaning up any excrement that may surface. This includes all domestic and wild animals walking with groups. All dogs must be on leashes.
12. Riders. Children under thirteen (13) years of age shall be under constant adult supervision during the parade, and shall remain seated at all times when the vehicle is running, regardless of whether the vehicle is in motion or has temporarily stopped. Standing Participants on any vehicle or trailer shall have a device to hold, such as safety rails, barriers, or ropes, which are sufficient to prevent falling on or from the vehicle or trailer. No passenger shall cling to or ride on the outside of any vehicle at any time, regardless of whether or not the vehicle is in motion. Riders shall either remain properly inside the vehicle or on the trailer once the parade begins and at all times during the parade when the vehicle is running, regardless of whether the vehicle is in motion or has temporarily stopped.
13. Parade Route. Parade participants shall not deviate from the City-designated parade route at any time or for any reason, unless expressly directed to do so by the City, and shall stay off all nearby or adjacent private property, including but not limited to yards, driveways, private roads, steps, porches, gardens or similar.
14. Personal Protection Equipment. Including but not limited to helmets, safety glasses, shoes, and gloves, shall be worn at all times while riding in the parade on any motorcycle or other vehicle as required by Maryland State law.
15. Fire Extinguisher. At least one 5-pound ABC fire extinguisher shall be carried in an easily accessible, easy to reach, designated location on the trailer or in the tow vehicle. Open flame displays, roman candles, fireworks and other similar items which may present fire risks or hazards are prohibited on all trailers and vehicles in the parade.
16. Generators. Generators can be used during the parade for any reason or at any time, without the prior written approval of the City. Extra gasoline may be carried on the applicable vehicle or trailer during the parade in appropriate safety containers.
17. Electrical System. All electrical systems used during the parade shall be in good condition and in complete legal working order. No bare wires or exposed electric connections are permitted.
18. Alcohol and Drugs. There shall be no consumption of alcohol or unlawful drugs, no smoking, and no vaping or use of similar devices on any vehicle or trailer. No person operating a vehicle, trailer or other motorized vehicle in the parade shall be under the influence of alcoholic beverages or unlawful drugs of any type.
19. Giveaways. No objects shall be thrown from any vehicle or trailer during the parade. The Applicant, and its Participants, who wish to provide giveaways shall have walkers along the edge of the sidewalk to hand out the giveaways. Giveaways shall be handed to individual spectators by the walkers, and shall not be thrown into any spectator areas.
20. Firearms. No person shall discharge firearms, noise makers, fireworks, or similar items at any time during the parade.
21. Safety Inspection Checks. The Applicant and each Participant understand and hereby agree that the Applicant and its Participants are jointly and exclusively responsible for the safety and compliance of every vehicle and trailer driven, used and/or included in the parade, including the need to perform safety checks of such vehicles and trailers prior to and throughout the parade.
22. Non-Compliance. The City, including any member of the City Special Events Detail, which includes but is not limited to the Mayor's Office of Development/Special Projects, the City Fire Department, the City Police Department, and the City's Office of Emergency Preparedness and Risk Management, and any other designee or authority having jurisdiction over the parade, reserves the right in its sole discretion and at any time to issue a warning to the Applicant or its Participants, to order immediate correction of any non-compliance at any time before or during the parade, or to permanently and immediately remove from the parade any person, vehicle or trailer that fails to comply in any manner and at any time with these Rules or any applicable laws or regulations. Failure to heed any warning, comply with these Rules or any applicable law or regulation, or correct any failure as ordered shall result in the City's immediate and

permanent removal of such person, vehicle, and/or trailer from the parade, and may bar participation in any future parades or special events. The City shall have the right, in addition to any other available rights or remedies, to proceed at any time or from time to time to protect and enforce all rights and remedies available to the City, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in these Rules, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

- 23. Other Safety Matters. The City reserves the right in its sole discretion, at any time, and by any member of the City Special Events Detail, which includes but is not limited to the Mayor's Office of Development/Special Projects, the City Fire Department, the City Police Department, and the City's Office of Emergency Preparedness and Risk Management, to review and require the Applicant and all its Participants to comply with the Rules and/or correct any additional matter(s) of safety not currently addressed in these Rules. Failure to comply with these Rules or correct any such additional matter(s) shall be deemed as and treated as a non-compliance, as described above in Paragraph 22 of these Rules.
- 24. City Contact. Questions about these Rules shall be directed to the Mayor's Office of Development/Special Projects by e-mail at specialevents@annapolis.gov.
- 25. Legally Binding. The Rules are a legally binding and enforceable agreement.
- 26. Governing Law. The Rules and its interpretation shall be governed by Maryland law. The venue for all actions pursuant to the Rules shall be the Courts of Anne Arundel County, Maryland.

Applicant's Compliance Certification

I hereby certify that this certification pertains to the _____ parade in the City of Annapolis to be held on _____, that I am duly and legally authorized to legally bind and make this certification on behalf of _____ (the "Applicant"), that I have personal knowledge that all persons participating in the parade on behalf of the Applicant, including, but not limited to, the Participants (i.e. all drivers, walkers, and performers), have read and understand these Rules and agree to unconditionally abide by these Rules, that all vehicles and trailers are at this time or will be in complete strict compliance with these Rules before the date of the parade, that all such vehicles and trailers shall be maintained in complete strict compliance with these Rules at all times during the parade, that all persons representing, assisting or participating with the Applicant will obey all of these Rules and acknowledge the City's right to enforce these Rules at all times and in any manner.

I, individually and on behalf of the Applicant and its successors and assigns, hereby forever release and discharge the City, its Mayor, Alderpersons, elected officials, officers, employees, and agents, and forever waive my right and the right of the Applicant, its successors and assigns, to initiate, make, file or demand any claim, cause of action, or legal proceeding, whether now known or later discovered, including but not limited to, any and all injury, loss, liability, damage, claim, cost or expense incurred by me or the Applicant as a result of, or arising out of or in connection with, the participation in the parade, whether caused by the acts or omissions of the City, its Mayor, Alderpersons, elected officials, officers, employees, and agents, directly or indirectly, and including but not limited to, the acts or omissions of other participants or non-participants in the parade.

Signatures

Authorized Agent of Parade Applicant

Printed name _____ Title _____

E-mail _____ Cell Phone _____

Signature _____ Date _____

Witness

Printed name _____

Signature _____ Date _____

Participant's Compliance Certification (print multiple pages as needed)

I hereby certify that this certification pertains to the _____ parade in the City of Annapolis to be held on _____, that I am participating as a driver/walker/performer/other on behalf of _____ (the "Applicant"), that I have read and understand these Rules and agree to unconditionally abide by these Rules, that all vehicles and trailers under my control, care, or supervision are at this time or will be in complete strict compliance with these Rules before the date of the parade, that all such vehicles and trailers under my control, care, or supervision shall be maintained in complete strict compliance with these Rules at all times during the parade, that I will obey all of these Rules and I acknowledge the City's right to enforce these Rules at all times and in any manner.

I, individually, and on behalf of my successors and assigns, hereby forever release and discharge the City, its Mayor, Alderpersons, elected officials, officers, employees, and agents, and forever waive my right and the right of my successors and assigns, to initiate, make, file or demand any claim, cause of action, or legal proceeding, whether now known or later discovered, including but not limited to, any and all injury, loss, liability, damage, claim, cost or expense incurred by me as a result of, or arising out of or in connection with, my participation in the parade, whether caused by the acts or omissions of the City, its Mayor, Alderpersons, elected officials, officers, employees, and agents, directly or indirectly, and including but not limited to, the acts or omissions of other participants or non-participants in the parade.

Participant's name	Date	Cell phone	E-mail	Signature

Witness _____ Signature _____ Date _____

Minor's Compliance Certification (print multiple pages as needed)

I hereby certify that this certification pertains to the _____ parade in the City of Annapolis to be held on _____, that I am the parent and/or legal guardian of a minor who is voluntarily participating as a driver/walker/performer/other on behalf of _____ (the "Applicant"). In consideration for being allowed to participate in this parade, I hereby, on behalf of myself and my minor child, and all respective heirs, personal representatives and assigns, certify that I have read and understand these Rules, that I understand and hereby acknowledge the existence of and assume full responsibility for the dangers and risks associated with my minor child's participation in the parade. I agree to unconditionally cause my minor child to abide by these Rules, and to assume full responsibility for supervising my minor child at all times before, during, and after the parade in complete strict compliance with these Rules, and I acknowledge the City's right to enforce these Rules at all times and in any manner against myself and/or my minor child.

I, individually, and on behalf of my minor child, and our respective successors and assigns, hereby forever release and discharge the City, its Mayor, Alderpersons, elected officials, officers, employees, and agents, and forever waive my right and the right of my minor child and our respective successors and assigns, to initiate, make, file or demand any claim, cause of action, or legal proceeding, whether now known or later discovered, including but not limited to, any and all injury, loss, liability, damage, claim, cost or expense incurred by me and/or my minor child as a result of, or arising out of or in connection with, my minor child's participation in the parade, whether caused by the acts or omissions of the City, its Mayor, Alderpersons, elected officials, officers, employees, and agents, directly or indirectly, and including but not limited to, the acts or omissions of other participants or non-participants in the parade.

Participant's name	Date	Cell phone	E-mail	Signature

Witness _____ Signature _____ Date _____