



## **Fourth of July Parade Application "100 Years of Benson"**

**Date:** Thursday, July 4th 2024

**Time:** 9:00 a.m.

**Parade Entry Check-in:** 7:00 – 8:30 a.m. Tractor Supply Parking Lot (Ocotillo St.)  
**\*\*EVERYONE MUST CHECK IN, NO EXCEPTIONS\*\***

**Deadline to Register: Wednesday June 25, 2024 by 4:00 p.m.**

**Complete all information. Please type or print legibly.**

### **INSTRUCTIONS:**

Read and familiarize yourself with the general information, rules, and Waiver of Liability, then complete and return Sections 1-4 of this application.

### **Return the Following:**

1. Completed Sections 1 - 4 of this application.
2. Parade Entry Fee of \$5.00\*.

*Fee can be paid by cash, check or most major credit cards. Please make checks payable to:*

**City of Benson**

### **Return completed applications to:**

City of Benson – Recreation Department  
705 W. Union St.  
Benson, AZ 85602

Or email to: [mhernandez@bensoaz.gov](mailto:mhernandez@bensoaz.gov)

Questions should be directed to: Recreation Department 520.720.6044

<b>Office Use Only</b>	Date Received: _____	Transaction #: _____
Cash	Check	CC

**Section 1: Contact Information**

**This should be the person in charge of the entry.** All correspondence will be directed to this person using the contact information provided below.

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Section 2: Parade Entry Information**

Group/Organization's Name: \_\_\_\_\_

**Script:** This is the description of your group/entry to be read aloud by the Parade Announcer. Due to time constraints and the number of historical entries, we kindly ask that you limit your script to 100 words or less. Scripts in excess of the word limit will be edited at the Recreation Department's discretion.

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**Please select from the following categories (circle one):**

Float	Equestrian/Animal	Motorized	Marching/Walking	Performance
Any vehicle pulling a trailer, including semi-trucks. Also includes buses.	Any animal drawn entries, including horseback riders.	Vehicles without trailers, excluding buses.	Any entry on foot that doesn't include vehicles, trailers or animals.	Select this option if you intend to perform in front of the judges (requiring a pause in parade movement).

## Section 2 (continued)

Please place an "X" next to what best describes your entry. This assists in allotting the proper amount of space per entry when lining up.

- Motorized vehicle, <15ft in length                       Equestrian/Animal (indicate # below)  
 Vehicle pulling trailer, >15 ft in length                       Motorcycle(s) (specify # below)  
 Semi-truck                       Other: \_\_\_\_\_  
 Marching, fewer than 20 people  
 Marching, greater than 20 people

Please add any additional information or special accommodations here: (include things like length of entry, number of horses/motorcycles/tractors, etc.). If you intend to perform in front of the judges, please include the length of time each performance will last. (this includes live music, dancing, tumbling, etc.) Please keep performance times to a minimum, as this stalls the rest of the parade.

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## Section 3: General Information, Rules and Regulation

Initials

Mandatory Check In:	All entries must check in at the Benson Primary School parking lot on Union before lining up. <b>NO EXCEPTIONS</b>	
Arrival Times:	Entrants may begin checking in and lining up at 7:00 a.m. Any entries arriving after 8:00 a.m. will not be permitted to line up.	
Parade Numbers:	Number will be assigned by the parade coordinator and distributed at check-in.	
Stopping:	No stopping on the parade route is permitted, unless explicitly directed to do so by the parade officials.	
Distance:	Our goal is to establish and maintain an interval of 50 feet between entries. This preserves the pace of the parade, as well as keeps entrants, spectators and staff safe.	
Conduct:	All participants must conduct themselves in a respectful matter. The City of Benson has a zero-tolerance policy towards dangerous/reckless driving at any time.	
<b>NEW in 2024!</b> <b>Splash Zone:</b>	Be respectful that not everyone wants to get wet. Spraying/splashing of water will ONLY be permitted along Patagonia Street. Do not wet law enforcement officers or the parade announcer, as they have expensive electronic equipment that needs to stay dry.	

## **Section 4**

### **Waiver of Liability and Defend, Indemnify and Hold Harmless Agreement 4<sup>th</sup> of July Parade**

- I. The undersigned, on behalf of himself/herself and every other person who may act on his or her behalf (collectively, "Releasors"), and for good and valuable consideration, including the opportunity to participate in the Benson 4<sup>th</sup> of July Celebration, the receipt and sufficiency of which are hereby acknowledged, hereby agree to release, waive, discharge, hold harmless, indemnify, defend and covenant not to sue, the City of Benson, its officers, agents, servants, employees, committees, commissions, successors or assigns (collectively, "Releasees") from, for and against, any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by the undersigned, third parties, any of the undersigned's customers, invitees, suppliers, or employees, or any of their property, whether caused by the active or passive negligence of the Releasees, or otherwise, arising out of, connected with or while participating in the Benson 4<sup>th</sup> of July Celebration, or while in, or upon the premises where the activity is being conducted.
- II. If the undersigned is signing this Waiver of Liability on behalf of a minor, undersigned warrants and represents that he or she is the legal parent or guardian of the minor named below, is acting in such capacity, and agrees to waive all claims of the minor in the same manner and to the same extent as set forth in Paragraph 1 above, and further agrees to hold harmless and indemnify Releasees from any and all claims or damages which may be imposed upon said Releasees because of a defect in or lack of capacity to so act on behalf of the minor.
- III. This Agreement is meant to be read broadly and applied to the fullest extent permitted by law, and is meant to include any damage or injury that occurs on property owned, leased, operated or otherwise controlled by Releasees. The duty to defend is separate and distinct from the duty to indemnify and is enforceable regardless of fault or negligence of indemnitees.
- IV. Releasors have been advised of the potential risks and hereby elect to voluntarily participate in said activity with or without securing independent insurance coverage, including event insurance, with full knowledge that said activity(ies) could be hazardous to Releasors and/or their property. Releasors voluntarily assume full responsibility for any risks of loss, property damage or personal injury and/or injuries, including but not limited to, injuries to clientele including death, that may be sustained by Releasors or by anyone within the area/structure of the City of Benson, including, but not limited to, the 4<sup>th</sup> of July Parade route, and Lions Park and/or any loss or damage of property owned by Releasors, as a result of being engaged in such activity(ies), whether caused by the active negligence of Releasees or otherwise.
- V. Releasors further hereby agree to indemnify, defend and hold harmless Releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to the Releasors' participation in said activity, whether caused by the active or passive negligence of Releasees or otherwise. Releasors further agree that no payment must be made by Releasees in order to trigger the duty under this clause, and that the duty of Releasees includes the duty to defend Releasees in the event of any third-party lawsuit.
- VI. Releasors are aware that they should review their personal insurance portfolio(s), and that they further understand that such insurance may be triggered in the event of any harm arising out of their participation in this activity. This Agreement here is made notwithstanding the existence or adequacy of Releasors' applicable insurance coverage.
- VII. It is the undersigned's express intent that this Agreement shall bind the members of the undersigned's family and spouse, if undersigned is alive, and the undersigned's heirs, successors, assigns and personal representative, if undersigned is deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue and hold harmless of the above-named Releasees. Releasors

hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Arizona. Releasees specifically consent to jurisdiction in Arizona Courts and agree that venue is proper only in Arizona, County of Cochise.

- VIII. If any part of this Agreement is deemed to be unenforceable, that clause will be severed from the Agreement, but the remaining provisions shall remain in full force and effect.
- IX. This is a contract that both parties have had a full opportunity to review. Therefore, it is expressly agreed between the parties that the terms of this contract are to be read in a neutral manner, and no clause shall be interpreted against Releasees as drafter.
- X. In signing this Agreement, the undersigned acknowledges and represents that he/she has read the foregoing Agreement, understands it and signs it voluntarily as his/her own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made; undersigned is at least eighteen (18) years of age and fully competent, and has full authority to enter into this Agreement. The undersigned executes this Release for full, adequate and complete consideration fully intending to be bound by the same.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PARTICIPANT/RELEASORS**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Minor

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Signature of Minor's Parent/Guardian

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Name of Minor

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Signature of Minor's Parent/Guardian

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Name of Minor

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Signature of Minor's Parent/Guardian

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Signature of Minor's Parent/Guardian

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Name of Minor

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Signature of Minor's Parent/Guardian

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Name of Minor

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Signature of Minor's Parent/Guardian

Please list all minor participants. If the Participant/Releasor signing this form is **not** the legal guardian of minor entrants, each parent/legal guardian **MUST** also sign this form. (Please attach additional signature pages as necessary.)

*\*Law Enforcement/EMS participants are exempt from entry fee. Please indicate exempt status below:*

\_\_\_\_\_  
Name of Exempt Organization

\_\_\_\_\_  
Signature of Authorized Personnel