

49th Annual Silky Sullivan St. Patrick's Parade Participant Application

Parade Date: March 12, 2022 3:00pm Application Deadline: March 7, 2022

This application must be completed in full and returned with all required documentation in order for acceptance to be considered. Please print or type.

Contact Information Name of business or organization: Contact Name: _____City: State: Zip: Work Phone: Cell Phone: _____Fax:____ Parade Entry Name of parade entry: Please complete information in one of the five categories below that best describes your parade entry. Motorized Entries (trucks, vans, golf carts, floats etc.) Description of vehicle(s): Number of vehicles in unit: Number of people riding:_____ Number of people walking:__ **Performing Units** Type of performance: (marching band, twirling, dance, cheerleading, etc) Number of people (including chaperones):_____

Are vehicles involved? Yes No

Walking Units (non-band, non-performing)
Number of people:
Equestrian Units and Entries with Animals
Please note that all equestrian units and other animal entries are required to have diapers on animals and/or clean-up detail in tow. Staging area and disembarkment area clean-up is also the responsibility of the group. Type of animals:
Number of animals:
Number of people riding:
Are any vehicles involved? Yes No
If yes, what kind?
Number of people walking:
Parade Guidelines
Participants must read and agree to the parade guidelines set forth:
 All participants must sign a liability disclaimer prior to the parade. The 2022 Silky Sullivan St. Patrick's Parade liability disclaimer is attached. Printed materials and literature are not allowed to be distributed during the parade. Because this is a city parade for Memphians with different beliefs and viewpoints, no religious or political information may be displayed at the parade. No explosives, fireworks or firearms are allowed. No glass beverages are allowed. When throwing beads, neon signage along Beale Street should be avoided.
As a representative of, I have read and agree to the terms of these guidelines and have informed all participants involved in our parade
entry of the guidelines affiliated with the 2022 Silky Sullivan St. Patrick's Parade.
Print Name:
Signature:
Date:

MUST ACCOMPANY EACH APPLICATION

2022 Silky Sullivan St. Patrick's Parade Liability Disclaimer

The Downtown Memphis Commission, Beale Street Merchant Association, nor any of our sponsors provides liability insurance for the protection of participants, spectators, merchants or other who participate in the parade activities.

In consideration of being permitted to participate in such activity the participant does hereby release and forever discharge the Downtown Memphis Commission, Beale Street Merchant Association and all other parade sponsors, and the City of Memphis, its Officers, Officials, Employees and Agents, jointly and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any others in consequence of participating in the activities. This waiver and release expressly includes any action, cause of action, claim or demand based upon any act, omission or negligence by the Downtown Memphis Commission, Beale Street Merchants Association, other parade sponsors and the City of Memphis.

This release extends and applies to and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statue providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to the person executing such release at the time of execution, are hereby expressly waived.

I hereby agree on behalf of my heirs, executors, administrators, and assigns, to indemnify the Downtown Memphis Commission, Beale Street Merchant Association, other parade sponsors, and the City of Memphis, jointly and severally, and to hold the same harmless from and against any and all actions, claims, demands and liabilities, loss, damages and expense of whatever kind or nature, including attorney fees, which may at any time be incurred by them or claimed against them by reason of my participation in the parade. This hold harmless and indemnity provision expressly includes any action, claim or demand based upon any omission or negligence by the Downtown Memphis Commission, Beale Street Merchant Association, other parade sponsors and the City of Memphis and its Officers, Officials, Employees or Agents.

COVID-19

PARTICIPANT AGREES TO FOLLOW ALL RULES STIPULATED IN THE CURRENT HEALTH ORDER & DIRECTIVE, AT THE TIME OF THE EVENT, ISSUED BY THE SHELBY COUNTY HEALTH DEPARTMENT.

COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS COVID-19 SAFETY INFORMATION:

While participating in events held or sponsored by Beale Street Managment, ("BSM") "social distancing" must be practiced and face coverings must be worn to reduce the risks of

Return application and liability disclaimer by 3/7/22 to

Theresa Taylor, c/o Downtown Memphis Commission, 203 Beale Street Suite 300 Memphis, TN 38103

exposure to COVID19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, BSM has put in place preventative measures to reduce the spread of COVID-19. However, BSM cannot guarantee that its event organizers, participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in BSM events and/or other face to face activities & events. By organizing and attending this event, you certify that you do not fall into any of the following categories:

- 1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
- 2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
- 3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR: Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact BSM at info@bealestreet.com if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with BSM.

LIABILITY WAIVER AND RELEASE OF CLAIMS: I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with BSM, and I willingly engage in BSM events and/or other activities (the "Activity").

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE AMERICAN CANCER SOCIETY AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. I acknowledge and understand the following: 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; 2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID19, even if arising from the negligence or fault

of the Released Parties; and 3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As an organizer, participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any Beale Street Management event ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) Beale Street Management (b) City of Memphis (the property or site owner of the Activity) and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims").

BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Name of Organization:	
Participant: (Print)	
Participant: (Sign)	Date:
Address:	Telephone: