Parade Risk Management Guidelines

- The first step is to determine what role your entity will play in the sponsorship and organization of the event. Typically there are two types of parades: those sponsored by the municipality, and parades sponsored by another entity (not part of the municipality).
- Insurance Recommendations:
    - The municipality should acquire proof of insurance for all vehicles in the parade. The parade coordinator should ensure that all drivers/operators participating in the parade have adequate experience and qualifications to be in the parade.
    - All clubs participating in the parade should provide a certificate of insurance with the sponsoring municipality listed as an additional insured.
    - If there are vendors, they should be required to provide certificates of liability insurance naming the municipality as an additional insured.
    - If possible, it is a good idea to have all participants or their parent/guardian sign waivers.
- One town employee or volunteer should be responsible for all parade coordination. This person should have overall responsibility for the event and will implement administrative controls, site evaluation, security and emergency services, traffic and parking controls, and crowd management. This person may have checklists for all participating individuals and clubs. Volunteer supervision and training is recommended.
- The parade route should be carefully planned. The route should avoid overpasses, excavation or construction work, routes too narrow, routes that have extreme upgrades or downgrades, and odd turns. The route plan should be distributed to municipal officials, emergency services providers, and parade participants prior to the event. A plan should be in place for problems, breakdowns and emergencies. There needs to be adequate room for spectators. Rules and policies should also be communicated to appropriate departments, organizations, businesses, and/or individuals who might be affected.
- Establish secure locations for **first aid stations**, grandstands, staging areas, judging platforms, and emergency vehicles. Divert traffic from areas where large crowds will gather to watch.
- The parade coordinator should ensure the road crew walks the parade route prior to parade day. This is an opportunity to notice any potentially dangerous open potholes, uneven surfaces, cracks, manhole covers, obstacles, etc that could pose a threat for walkers, cyclists, and motorcyclists participating in the parade. Such road and sidewalks issues should either be repaired, or cordoned of, or marked with in an obvious way. The municipality should document the corrective action taken. The parade coordinator should also look for other hazards such as scaffolding or other objects along the route that spectators might climb. These hazards should also be avoided, marked or cordoned off.
- The parade coordinator should ensure that there is adequate supervision by a responsible adult for large groups of children. Children must have adult supervision before, during, and at the end of the parade.
- We recommend that your entity adopt a “No Throw” policy. If small prizes and candy are to be distributed, have walkers hand them out to children instead of throwing them.
- Any large animals, such as oxen and horses, should be placed in parade order, far from fire sirens ,air horns, and other loud noises to thwart stampeding or rearing. Also, small children should not be lined up next to animals.
- Please contact VLCT PACIF if the event will include any pyrotechnics displays, fireworks, mechanical rides, hot air balloons, bungee jumps, alcohol, or anything else unusual or hazardous.
- Document any and all steps your entity takes to address safety concerns.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT

("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the _____activity ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE,** agree, and represent that I understand the nature of _____Activities and that I am qualified , in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. **FULLY UNDERSTAND THAT: (a) _____ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS")**; (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be **OTHER RISK AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation or that of the minor in the Activity.
3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE _____,** their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the **"RELEASES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE** that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant:

_____

Address:

_____

(Street) (City) (State) (Zip)

Phone: _____

Participant's Signature (only if age 18 or over):

_____

Date: _____

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF _____ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNITY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Printed Name of Parent/Guardian:

_____

Address:

_____

(Street) (City) (State) (Zip)

Phone: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18):

_____

Date: _____

INDEMNIFICATION AND RELEASE AGREEMENT – AUTHORIZED VOLUNTEERS

A. In consideration for being permitted to perform the below-described activities, the undersigned Volunteer (referred to herein as "Volunteer), agrees to indemnify, and hold harmless the City/Town of _____, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the below-described activities, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, negligence, or other fault on the part of the Volunteer.

B. Volunteer understands that the below-described activities may involve risks of injury, loss, or damage to Volunteer, including but not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. By signing this agreement, Volunteer expressly agrees to assume any and all such risk. In addition, in consideration for being permitted to perform the below-described activities, Volunteer hereby expressly exempts and releases the City/Town, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage to Volunteer, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, or property loss or damage, that Volunteer may incur as a result of being upon the premises of the City/Town or as a result of performing the below-described activities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City/Town, its officers, or its employees, or from any other cause whatsoever.

C. Volunteer further certifies that he/she has taken all necessary precautions to be certain that he/she is in property condition, and states that he/she is in proper condition, to participate in the below-described activities.

D. Volunteer further certifies that he/she has health insurance as described below:

E. Health Insurance Company: _____

F. Description of Activities Authorized to be Performed (to be completed by City/Town, or attach Description of Responsibilities):

_____

_____

_____

G. City/Town Employee Responsible for Supervision of Volunteer (to be completed by City/Town):

_____

H. Period During Which Activities are to be Performed (to be completed by City/Town):

_____

I. In Case of Emergency, Contact (to be completed by Volunteer):

Name: _____

Address: _____

Telephone: _____

Relationship: _____

Executed this _____ day of _____, 20_____ by the Volunteer whose name and signature appear below.

_____
Signature of Volunteer

_____
Printed Name of Volunteer