



## AMERICAN LEGION POST #70

169 Walton Rd. - P.O. Box 335  
Seabrook, N.H. 03874-0335

March 4<sup>th</sup>, 2024

To Whom It May Concern,

This year's Memorial Day parade in Seabrook is scheduled for Sunday, May 26<sup>th</sup>, 2024, beginning at 9:00am at the Smithtown Monument and Town Hall parking lot. We invite you to participate in this year's parade to help us honor all veterans who have served our country.

Currently, we are inviting government officials, bands, non-profit groups, churches, businesses, and individuals to march and/or enter a float in this year's parade. The floats must be centered on a patriotic theme.

Please contact the Seabrook Recreation Department by Friday, May 3<sup>rd</sup>, 2024 at the latest if you plan on participating. We are trying to have all the participants entered by that date so we are able to include everyone in the flyers and announcements detailing parade plans. Please return a completed registration form to Stephanie McDonald at [SmcDonald@seabrooknh.org](mailto:SmcDonald@seabrooknh.org) as soon as possible. If you have any questions, please do not hesitate to call 603-474-5746.

We are looking forward to this year's parade and hope that everyone accepts this invitation. Please call if you have any questions.

Sincerely,

Cassandra Carter  
Recreation Director  
Enclosed: Reg. Form, Parade Rules & Waiver and Release of Liability

**TOWN OF SEABROOK – Memorial Day Parade  
PARADE REGISTRATION FORM – 2024**

*Completed form can be scanned and emailed to [smcdonald@seabrooknh.org](mailto:smcdonald@seabrooknh.org)*

**Name of  
Group/Individual/Business:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Work Phone:** \_\_\_\_\_ **Best time to call:** \_\_\_\_\_

**PARADE ACTIVITY:** Please circle appropriate category.

**Theme – Must be Patriotic**

**FLOAT:**            **Length:** \_\_\_\_\_ **Width:** \_\_\_\_\_ **Any Music?:** Y / N

**MARCHING:**    **# of People:** \_\_\_\_\_ **Any Music?:** Y / N

**CAR (S):**        **How many?** \_\_\_\_\_ **For Whom?:** \_\_\_\_\_

**HORSES:**        **How many?** \_\_\_\_\_ **w/wagons?:** \_\_\_\_\_

**COMMENTS or**

**OTHER:** \_\_\_\_\_

# *Town of Seabrook*

*Recreation Department*

**311 Lafayette Rd.  
Seabrook, NH 03874  
(603) 474-5746**

## **Parade Rules and Conditions**

- No articles of any sort will be thrown from moving vehicles or floats to spectators
- Participants shall not get on or off floats while the float/parade is underway
- Walking participants shall not retrieve articles like candy from floats
- Alcoholic beverages and other controlled substances are prohibited
- Equestrian units must have a clean-up person in keeping with the entry
- Vehicle operators will possess the proper driver's license for vehicle operated
- The float/vehicle shall be properly registered and insured with copies of said documents available
- Portable generators will be securely mounted and a fire extinguisher available
- Children must have adult supervision before and after the parade
- Persons riding bicycles in the parade are required to wear a helmet
- Floats shall not be more than 35 feet long and no more than 12 feet high
- All floats and trucks must have wheel guards on rear wheels
- All participants on floats must be seated with a substantial barrier on front of them
- Any standing participants must wear a safety belt to prevent falls from the float

I hereby certify that I have read and understand the rules and conditions stated.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Insurance- Required of all vehicles, groups/organizations and large animals.

A certificate of insurance for General Liability (bodily injury and property damage) and Automobile Liability (if vehicle is in your entry) with minimum limits of \$1,000,000 per occurrence shall be required of All Entries-No Exceptions. The Town of Seabrook must be named as additional insured through an endorsement to the insurance policy. If there is a vehicle in your entry, you must also submit an Insurance Policy.

\*Please see the 2024 Waiver and Release of Liability form included in the packet to waive the insurance requirements.

## ***2024 WAIVER AND RELEASE OF LIABILITY***

In consideration of the risk of injury while participating in Seabrook Memorial Day Parade (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Town of Seabrook, located at 311 Lafayette Rd., Seabrook, New Hampshire 03874, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from, and during this Activity.

I agree to indemnify and hold harmless the Town of Seabrook against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the Town of Seabrook incurs any of these types of expenses, I agree to reimburse the Town of Seabrook.

I acknowledge that the Town of Seabrook and its directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of the Town of Seabrook.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Town of Seabrook and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Town of Seabrook for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Town of Seabrook, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. The Participant, \_\_\_\_\_, and Town of Seabrook agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
--------------------------	-----------------------------	--------------------------

---

---

---

I, the undersigned participant, affirm that I am of the age of 18 years or older and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**Participant's/Organization's**

**Name:** \_\_\_\_\_

**Participant's Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_