

PARTICIPATION AGREEMENT AND RELEASE

AMERICA'S BIRTHDAY PARADE®

Veiled Prophets of St. Louis, Ltd.

St. Louis, Missouri

PARADE RULES AND REGULATIONS: ALL PARTICIPANTS IN THE PARADE ARE EXPECTED TO COMPLY WITH THE FOLLOWING RULES AND REGULATIONS:

CONSUMPTION OF ALCOHOLIC BEVERAGES IN THE LINE-UP AND DURING THE PARADE IS PROHIBITED. PLEASE BE AWARE THAT THE POLICE ARE REQUIRED TO STRICTLY ENFORCE ALL DRINKING LAWS. NO SMOKING ON THE PARADE ROUTE.

PARTICIPANTS SHALL NOT THROW ITEMS FROM THEIR VEHICLES OR WHILE WALKING ON THE PARADE ROUTE. If you wish to give candy or other items to parade spectators, please hand it to the spectators rather than throwing it. The use of any kind of water guns and pistols is prohibited.

PARTICIPANTS SHALL NOT ENGAGE IN INAPPROPRIATE BEHAVIOR, COMMENTS AND/OR ATTIRE OR DISPLAY ANY INAPPROPRIATE OR RUDE IMAGES, WORDS OR STATEMENTS ON THEIR PARADE UNITS. The Veiled Prophets of St. Louis, Ltd., in its sole discretion, may remove any unit from the Parade.

In the interest of safety, all motorized units over 20 feet in length, and/or vehicles with children 13 years of age or younger riding, are required to have a minimum of two (2) wheel walkers per side.

All motorized, equestrian, and float units must provide proof of insurance in order to comply with requirements of the Parade insurance provider.

Motorized units, floats, and units with generators must carry a fire extinguisher.

In the interest of safety, weapons, firearms, and/or explosives, including firecrackers, cannot be allowed except as carried by law enforcement/security officials.

No person marching in the Parade is permitted to carry or display, or cause to be displayed any sign or other material which identifies him or her as a candidate for any elected or appointed office, or which advocates any position on any topic of public debate.

No commercial units or signage advertising commercial enterprises/products are permitted in the Parade.

THE PARADE IS TELEVISED ON KMOV CHANNEL 4 AND IN A SYNDICATED BROADCAST NATION-WIDE. ALL PARADE PARTICIPANTS MUST STRICTLY COMPLY WITH ALL PARADE OFFICIAL INSTRUCTIONS WHILE IN THE TELEVISION BROADCAST AREA. NOT ALL PARADE UNITS WILL BE SHOWN IN THE TELEVISION BROADCAST AND NO REPRESENTATIONS ARE MADE BY THE VEILED PROPHETS OF ST. LOUIS, LTD. OR KMOV CHANNEL 4 THAT YOUR UNIT WILL BE SHOWN ON THE TELEVISION BROADCAST OF THE PARADE.

ONLY THOSE UNITS DESIGNATED IN THIS AGREEMENT AND APPROVED BY THE VEILED PROPHETS OF ST. LOUIS, LTD WILL BE ALLOWED IN THE PARADE. NO OTHER AUTOMOBILES, TRUCKS, VANS OR OTHER PARADE OR PARADE PARTICIPANTS WILL BE AUTHORIZED OR ALLOWED IN THE PARADE.

ANY VIOLATION OF THESE RULES WILL RESULT IN DISQUALIFICATION AND/OR REMOVAL FROM THE PARADE LINE UP.

Return entry to: _____

Additional applications on website: www.vpparade.org

IN CONSIDERATION of being permitted to participate in the Veiled Prophet Parade a/k/a America's Birthday Parade® (the "Parade"), and/or any other activities of Veiled Prophets of St. Louis, Ltd. in connection with the Parade, in St. Louis, Missouri, or elsewhere, the undersigned, for herself/himself, her/his personal representatives, heirs, and next of kin, my organization, and the fellow members and employees of my organization, hereby agrees as follows (NOTE: IF PARTICIPANT IS A MINOR, THIS RELEASE MUST BE SIGNED BY SUCH PARTICIPANT'S PARENT OR LEGAL GUARDIAN AND THIS RELEASE SHALL BE DEEMED TO BE MADE ON BEHALF OF SUCH MINOR PARTICIPANT AND HIS/HER PARENT OR LEGAL GUARDIAN):

1. The undersigned hereby releases, waives, discharges, and covenants not to sue the Veiled Prophets of St. Louis, Ltd., all participants in the parade, KMOV Channel 4, sponsors of the Parade, or any directors, officers, members, employees, or agents of the foregoing, all of whom are referred to as "Releasees," from all liability that the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or damage to property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is observing, working for, or for any purpose participating in the Parade (including, but not limited to, all preparation therefor, the Parade itself, all incidental activities including pre-parade and post-parade activities, and the return of Parade materials to storage locations), or any other activities of Veiled Prophets of St. Louis, Ltd. associated with the Parade.
2. The undersigned hereby agrees to indemnify and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in any way observing, or working for, or for any purpose participating in the Parade (including, but not limited to, all preparation therefor, the Parade itself, all incidental activities including pre-parade and post-parade activities, and the return of Parade materials to storage locations), or any other activity of Veiled Prophets of St. Louis, Ltd. associated with the Parade.
3. The undersigned hereby agrees to accept full responsibility for any risk of bodily harm, death or property damage due to the negligence of Releasees or otherwise while observing, working for, or for any purpose participating in the Parade (including, but not limited to, all preparation therefor, the Parade itself, all incidental activities including pre-parade and post-parade activities, and the return of Parade materials to storage locations), or any other activity of Veiled Prophets of St. Louis, Ltd. associated with the Parade.
4. The undersigned also acknowledges the fact Releasees may publish photographs, video or other images or recordings of the Parade and the parade participants to be used in connection with the broadcast and promotion of the Parade and for purposes of promotion and advertising of any sponsors of the Parade. The undersigned hereby grants to Releasees and to the sponsors of the Parade the right to use all such photographs,

images, and video and audio recordings in the above broadcast, promotional and advertising materials and may be exhibited and re-exhibited without limitation or liability.

THE UNDERSIGNED expressly acknowledges and agrees that the activities of the Parade (including, but not limited to, all preparation therefor, the Parade itself, all incidental activities including pre-parade and post-parade activities, and the return of Parade materials to storage locations), or any other activity of Veiled Prophets of St. Louis, Ltd. associated with the Parade may be dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, wavier, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri, and that if any portion of this agreement is held invalid, then the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS PARTICIPATION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

NAME OF UNIT/ORGANIZATION: _____

PRINTED NAME OF PARADE PARTICIPANT
OR RESPONSIBLE PARTY: _____

SIGNATURE: _____

IF PARTICIPANT IS A MINOR, PRINTED NAME OF PARENT
OR LEGAL GUARDIAN: _____