



Marching Band
Application Form

The Whitchurch-Stouffville Santa Claus Parade will be held on December 3rd from 6—8 pm (hours are approximate) on Main Street in Stouffville. Please note that this will be an evening parade and entries should be decorated accordingly.

Name of Group: _____

Number of Group Members: _____ **Performance Fee:** _____

Contact/Leader Name: _____

Full Mailing Address: _____

Phone Number: _____

Website: _____

Email Address: _____

Will You Have a Truck or Float Attending as Part of Your Performance?: Y/N

If you indicated “yes” above, please provide the length of your truck/float: _____

Commentary on your group/promotional information:

The Town of Whitchurch-Stouffville reserves the right to refuse or limit marching band entries at our discretion. Please send completed forms to sarah.farrant@townofws.ca. 905-640-1910 ext 2459.

ASSUMPTION OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

**BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE—PLEASE READ CAREFULLY**

TO: The Corporation of the Town of Whitchurch-Stouffville, its officers, employees, directors, volunteers, agents or representatives (hereinafter called the “releasees”)

ASSUMPTION OF RISK

I acknowledge that I wish to participate in the 2022 Whitchurch-Stouffville Santa Claus Parade on December 3rd, 2022. I am aware that doing so may expose me to risks associated to or contributed by natural and manmade terrain, climatic conditions, communicable diseases, my own physical condition, actions of the “releasees” and other third parties, vehicular traffic, tools and equipment and other hazards associated with a Town Parade. I am aware that such risks may result in personal injury, illness, loss of life or property damage, and I freely assume these risks. The Town shall not be liable for any transmission and/or contraction of communicable diseases, including but not limited to COVID-19, resulting from anyone’s participation in the Santa Claus Parade, and shall not be liable for any injury, illness, infection or death caused or contributed to by COVID-19. I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that I (or other members of my Parade Group) could be exposed or infected by COVID-19 by participating in the Santa Claus Parade.

RELEASE AND WAIVER

In consideration of my participation in the 2022 Whitchurch-Stouffville Santa Claus Parade, I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf, covenant not to sue, and hereby waive, release and discharge the releasees from any and all claims of liability for personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained in the course of my participation. This release and waiver applies to all claims, foreseen and unforeseen, including negligence and breach of statutory or other duty of care, including that owed under the *Ontario Municipal Act* and the *Occupiers Liability Act*.

INDEMNITY AGREEMENT

In consideration of my participation in the 2022 Whitchurch-Stouffville Santa Claus Parade, I agree to hold harmless, defend and indemnify the releasees from any and all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, due to any personal injury, loss of life or property damage to any third party arising from my actions. The Town shall not be liable for any damages, financial or otherwise, due to cancellation of the Parade resulting from any pandemics, including but not limited to COVID-19, and/or any Provincial Orders/legislation.

I recognize that by signing this document I am waiving certain legal rights, including the right to sue.

Date: _____

Name: _____

Address: _____

Signature: _____