

Parade Unit Insurance Agreement

The term Unit represents all individuals participating on behalf of the organization/group identified on the application. The applicant is the individual responsible for the Unit who is completing the Application and Agreement on the Unit's behalf.

Applicant agrees to communicate the Waukegan Park District Independence Parade Terms and Conditions to participants. Applicant hereby warrants that all participants within the applicant's unit agree to abide by the terms and conditions listed herein, as well as by all City and Park District ordinances, any health department codes, or any other local, state, and federal laws, rules, or regulations that may apply. Failure to comply with any stated law, rule, or regulation may result in loss of fees paid, entry being denied this year, and possibly any future years, at the sole discretion of the District. The applicant shall accept full responsibility for adherence to the items listed herein by all members of the applicant's unit.

The District reserves the right to cancel this agreement for any reason. Notice will be given as soon as reasonably possible. The district is not responsible for any costs incurred by any Unit in preparation for their parade participation.

- Fees paid will NOT be refunded in the event the District cancels the event.
- Payment for service will be made using the following cancelation schedule unless:
 - No payment if the Unit cancels or does not show.
 - No Payment if the District gives 24-hour notice prior to the scheduled step off which will be given by 1pm on Saturday.
 - Fifty percent (50%) payment if District cancels prior to the scheduled staging start time which will be given by 10:00 am on Sunday.
 - Full payment if the Unit arrives at staging prior to District cancelation on or after 11:00 am on Sunday.
 - No payment if the Unit causes a breach of contract due to any non-compliance with Terms and Conditions, laws, rules, regulations, or any other requirements set forth in this Agreement.
 - No payment if the Unit is removed or denied entry by the District, as set forth in this Agreement.

This Agreement shall be interpreted, enforced, and construed in accordance with the laws of the State of Illinois. Venue for any litigation hereunder shall be in Lake County, Illinois; and should diversity jurisdiction apply, in the United States District Court for the Northern District of Illinois Eastern Division. By signing this agreement, Applicant and Unit expressly consent to personal jurisdiction in the State of Illinois. This paragraph will survive the termination of this Agreement.

This Agreement constitutes the entire agreement between the Applicant and Unit and the District pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written. No modifications of this Agreement shall be effective unless made in writing and signed by both the Unit and the District. If ever there are conflicts between signed documents, this contract prevails.

Insurance and Financial Responsibility

The following describes the coverage that the Unit is recommended to carry. Units receiving payment for their services must provide a Certificate of Insurance naming the Waukegan Park District and the City of Waukegan as Additional Insured. The certificate holder shall be listed as Waukegan Park District, 1324 Golf Rd., Waukegan, IL 60087.

The lack of or deficiencies in insurance coverage shall not be construed as a waiver of the Unit's obligation to financial responsibility for any claims, damages, losses, and expenses, including, but not limited to, legal fees, arising out of or resulting from the unit's activities as described in Indemnification and Hold Harmless. The District will not in any way defend the Unit in matters of liability.

General Liability Coverage – for all

Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate; GL shall extend to volunteers when applicable. GL shall include Carriage insurance when applicable.

Worker's Compensation Coverage – for Units who have employees such that the state requires insurance; may be exempt if the only employees are the owner or the owner's immediate family members.

Auto Coverage – for Units who need to bring automobiles on other than a passenger car or truck or cargo van. Is required for such vehicles as RVs, CDL vehicles, trailers, etc. Minimum limits of \$1,000,000 per accident.

Indemnification and Hold Harmless

I, the undersigned, as an authorized person, officer, or director of the group/organization/person applying to be a Unit in the Waukegan Park District's American Independence Parade, to the fullest extent permitted by law, shall indemnify and hold harmless the Waukegan Park District and the City of Waukegan, including each of their officers, officials, employees, volunteers, and agents, (hereafter called Parties) from and against any and all claims, damages, losses, and expenses, including but not limited to legal fees, arising out of or resulting from the Units activities in preparation for, during, and after the Parade, regardless of negligence, and regardless of whether or not it is caused in part by the Parties indemnified hereunder. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this paragraph.

I certify that the Unit possesses adequate financial responsibility so as to indemnify the named Parties and assume all expenses that may arise from any third-party claim. Further, as the authorized representative I hereby waive any and all claims that the Unit or its participants may have against the Parties as a result of or relating to the Waukegan Park District Parade. Parties are not responsible for any lost, stolen, or damaged property of Unit or caused by Unit.

I hereby warrant and represent that I have read and understand the above Unit Terms, Conditions, and Agreement; Insurance and Financial Responsibility; and Indemnification and Hold Harmless. I hereby warrant and represent that I am duly authorized to bind the Unit represented by this application.

MUST Check one (1) of the following:

☐ I have the Insurance(s) listed in the middle of this page and I will submit a certificate of insurance with this form.

☐ I will assume financial responsibility for any claim, loss, damage, or expense despite any lack of insurance.
(Paid Units cannot choose this option)

Acknowledgment

As the Applicant, I acknowledge the following:

- It is my responsibility to share and enforce with all Unit participants Parade Terms and Conditions, City and Park District ordinances, any health department codes, or any other Park District, local, state, and federal laws, rules, or regulations that may apply; and that I am responsible for paying any fines or costs that may result from such violation.
- Any lack or deficiencies in insurance coverage is not a waiver of the Unit's obligation to financial responsibility.
- The District is not responsible for assisting my Unit in the event of inclement weather or for making a decision for them to take shelter or not.
- Any increase in the number of participants or vehicles for your Unit, different than what was stated on the application and approved, may result in full or partial denied of participation on parade day.
- The application is completed truthfully.
- Any violation of the above may result in denial or limited entry approval in the future.

MUST Print, Sign, and Date (Application will be denied if this Agreement is not completed, signed, and dated). I also acknowledge that my electronic signature is considered a legal signature on this document.

Print Name of Applicant

Signature

Date

Position in group

Group/Organization