



2024 Westminster Tet Parade Application



8200 Westminster Blvd. Westminster, CA 92683

Info: (714) 895-2860 | TetParade@westminster-ca.gov | www.westminster-ca.gov

Parade Date & Time: Saturday, February 10, 2024

Opening Ceremony: 8:30 AM | Parade: 9:30 AM

Applications due by January 10, 2024

The City of Westminster is hosting the **2024 Westminster Tet Parade, Year of the Dragon!** The purpose of this parade is to celebrate the Lunar New Year, as well as the Vietnamese-American community of Orange County, centered in Westminster's Little Saigon, which is the largest population living outside of Vietnam. This community consists largely of those who were forced to flee their country as a result of the communist takeover during the Vietnam War. The Westminster Tet Parade is the city's annual opportunity to celebrate this community's unique beliefs, traditions, and history.

Please read this entire document. Your signature at the end will serve as your agreement to comply with all the provisions stated below and also agree to assure that the organization you are representing will do the same.

APPLICATION PROCESS

To be considered for the parade, applicants must provide the following to the City of Westminster:

1. Completed Application Form with Signed Waiver
2. Brief Bio (no more than 150 words) in English and Vietnamese
3. Payment for Parade Entry Fee
 - \$300 for Non-Profit/Government**
 - \$600 for Businesses/Individuals**
 - No Charge for Public K-12 Schools/Districts**

Completed applications must be received by January 10, 2024

You will receive a confirmation packet by mail or email prior to the parade.

TO SUBMIT APPLICATION

To pay by check:

- Mail or drop off completed application with waiver, bio and check to:
Community Services and Recreation Department
Attn: **Tet Parade**
8200 Westminster Blvd.
Westminster, CA 92683
- Or submit online to TetParade@westminster-ca.gov and mail check to address listed above (application will not be processed until payment is received).

Please make checks payable to: City of Westminster

To pay by cash or credit card:

- Please bring completed application with waiver, bio and payment to:
Community Services and Recreation Department
8200 Westminster Blvd.
Westminster, CA 92683
- Or submit completed application with waiver online to TetParade@westminster-ca.gov and pay by credit card over the phone (application will not be processed until payment is received).



2024 Westminister Tet Parade Application



8200 Westminister Blvd. Westminister, CA 92683

Info: (714) 895-2860 | TetParade@westminister-ca.gov | www.westminister-ca.gov

Parade Date & Time: Saturday, February 10, 2024

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Applications due by January 10, 2024

Organization/Business Name: _____

Address: _____ City, State, Zip: _____

Contact Person: _____

Phone Number: _____ Email: _____

Non-Profit 501c3 # (if entering as Non-Profit): _____

(Số 501c3 - nếu là tổ chức phi lợi nhuận)

TYPE OF ENTRY

Please select your parade entry type: \$300 Non-Profit/Government
 \$600 Business/Individuals
 Public K-12 School/District (No Charge)

Float(s) Vehicle(s) Band Drill/Cheer Team Dance Group

Civic Group ROTC Color Guard Equestrian Walking Group

Other (please specify): _____

Number of Floats in Entry: _____ Number of Vehicles in Entry: _____

(Số lượng xe hoa trong diễn hành)

(Số lượng phương tiện xe trong diễn hành)

Number of participants in Entry: _____ Estimated line-up footage needed: _____

(Số lượng người tham gia diễn hành)

(Ước tính kích thước cần thiết cho đội hình)

Please describe parade entry (Example: "School bus with students and teachers in the bus"):

(Vui lòng mô tả hình thức diễn hành)

Insurance required for vehicle(s) and equestrian entries

OFFICE USE Completed Application and Signed Waiver Received Bio Received

Paid (\$300/\$600) Paid by: _____ Date Received: _____ Entry #: _____

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Please submit or attach a bio of your group that is **no more than 150 words** in **English and Vietnamese**. This will allow the announcers to provide a brief, yet engaging introduction of your group as you approach the stage. The City reserves the right to edit or modify any bios.

Vui lòng gửi hoặc đính kèm một tiểu sử tóm tắt ngắn về nhóm của bạn **không quá 150 từ bằng Tiếng Anh và Tiếng Việt**. Điều này sẽ giúp cho người dẫn chương trình có thể giới thiệu ngắn gọn nhưng hấp dẫn về nhóm của bạn khi lên sân khấu. Thành Phố có quyền chỉnh sửa bất kỳ tiểu sử nào.

Example:

English: The City of Westminister offers a wide variety of fun and helpful programs through their Community Services and Recreation Department. Representing a few of those services today, are volunteers, students and staff from Project SHUE, the WOW Senior Transportation Program and a few of the City's many recreation classes, including: Konjo Judo Dojo, Westminister ICE, and Master Choc Le's Taekwondo. To find out more about city programs, please visit the City's website at Westminister-ca.gov.

Vietnamese: Thành phố Westminister cung cấp nhiều chương trình thú vị và hữu ích thông cho người dân qua Bộ Phận Phục Vụ & Giải trí Cộng Đồng (Community Services & Recreation Department). Đại diện cho một số dịch vụ đó ngày hôm nay, chúng tôi có các tình nguyện viên, học viên và nhân viên từ Dự án SHUE, Chương trình vận chuyển dành cho Người cao tuổi của WOW, và một số lớp học năng khiếu/giải trí khác của Thành phố, bao gồm: Konjo Judo Dojo, Westminister ICE, và Master Choc Le's Taekwondo. Để tìm hiểu thêm về các chương trình của thành phố, vui lòng truy cập website của Thành phố tại Westminister-ca.gov.

English:

Vietnamese:

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CITY OF WESTMINSTER

PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

I, _____ (Full legal name), desire to participate in **2024 Tet Parade**, (the "Activity").

In consideration for my participation in the Activity, I agree as follows:

1. **Assumption of Risk.** I fully understand and agree that: (a) recreational and fitness activities and use of City facilities (cumulatively "recreational activities") have inherent risks, dangers, and hazards and such exists in my use, and/or my minor child(ren)'s use, of any equipment and my participation in these activities; (b) my participation, and/or my minor child(ren)'s participation, in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, communicable disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) City facilities are open and generally accessible to members of the public; (d) my and/or my minor child(ren)'s and/or other users access to City facilities and/or placement, storage or accessing of property left in City facilities puts such property at a risk of damage, destruction, loss, theft, fire or other casualty; (e) these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of the City of Westminster, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes; (f) my and/or my minor child(ren)'s participation in such activities poses an inherent risk of exposure to COVID-19 and/or other communicable diseases, (e.g., RSV), which can lead to severe illness, prolonged hospitalization, disability and death; and (g) by my participation, and/or my minor child(ren)'s participation, in recreational activities and/or use of equipment, I hereby acknowledge that I am participating of my own free will in the activity and therefore agree to assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or conduct of the representatives, employees, or volunteers of the City of Westminster.

2. **Medical Release.** I authorize the City of Westminster to provide or cause to be provided such medical treatment to me or my minor child(ren) as may be necessary or appropriate if any injury occurs while I or my child(ren) are participating in the Activity. I further agree to pay any costs incurred as a result of such treatment.

3. **Indemnification.** In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify, defend, and hold harmless Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any and all claims, demands, actions, or suits arising out of or in connection with my participation in the Activity.

4. **Waiver and Release of Liability.** As lawful consideration for permission to enter City property and/or City facilities for any purpose, including but not limited to observation, use of facilities or equipment, leaving or storage of property, or participating any way, I, and my children, agree to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the Westminster Community Services Department, the City of Westminster, and their elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Community Services Department or the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue the Community Services Department, the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers for any damages I or my minor children incur in connection with the Activity. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, including any claims or liability arising from the active negligence of the City, unless otherwise prohibited by law. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

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CITY OF WESTMINSTER
PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

I further agree and understand that all of my rights against the City accruing under Section 1542 of the Civil Code of the State of California are hereby expressly waived to the maximum legal extent. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

I agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

5. Compliance with All Rules. I and my minor children agree to obey all policies and procedures applicable to the Activity and instructions provided by the Community Services & Recreation Department and/or by City staff and volunteers during my participation in the Activity. I further understand and agree that Activities/events are interactive and agree to act reasonably and professionally at all times during my participation.

6. Miscellaneous. I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND ITS TERMS FULLY. I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN FREELY AND VOLUNTARILY OF MY OWN VOLITION.

Participant's Full Legal Name: _____

Signature: _____ Date: _____

If participant is under the age of 18, a parent or legal guardian must read and also sign this Agreement.

I am the parent or legal guardian of the above-referenced Participant. I have read and I understand the provision of this document, and I consent to the Participant taking part in the activities at the Westminster Recreation and Parks facilities, and I fully enter into and agree to the above Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

Printed Name of Parent or Guardian: _____

Signature: _____ Date: _____



GENERAL PARADE GUIDELINES



Participants understand that the parade is an event organized by the City of Westminster for the specific purpose of celebrating the Lunar New Year, the Vietnamese-American community of Orange County, and their unique culture, experience and traditions. The City reserves the right to evaluate any presentation proposed to be demonstrated by any parade participant, and to disallow any presentation which is determined to conflict with the goals of the parade. In exercising this discretion, the City will not discriminate based on race, religion, creed, color, gender, sexual orientation or national origin.

To keep in mind as you plan for the parade:

- Participants are expected to conduct themselves in a courteous and safe manner, and to present themselves and their displays in good taste.
- Participation in the parade is strictly limited to those that have properly registered in advance.
- No political signage will be allowed in the parade. This includes signs that recommend voting for particular people, propositions, or any other solicitations.
- No weapons allowed, except for law enforcement officers and color guards with ceremonial firearms.
- Participants must commit to walk or ride the entire parade route.
- Safe speeds and control must be maintained by all participants at all times, as not to endanger people or property.
- Participants riding in vehicles or trailers are required to provide their own vehicles, drivers, and insurance.
- Participants are requested to display identifying signage. Providing and carrying the signage is the responsibility of the participant.

Please note:

- Parade participants shall not represent itself as a political group, advocacy group and or as an individual advocate of a particular political viewpoint. Each individual will represent themselves, individually or collectively; not as a particular political persuasion and not those of who are affiliated with a particular political party or political organization or political viewpoint. Notwithstanding the foregoing, it is common and for elected public officials to participate in the parade. Such participation is allowed, so long as the public official does not promote a political campaign or cause as part of their direct participation in the parade itself.
- No parade participant will wear hats, t-shirts, signage, or have amplified sound that promotes a political candidate. Political candidates, their staff or volunteers are not permitted to publicly promote the candidate while participating in the parade.
- Clothing, vehicle displays, floats, decorations, wording or images on signage will be such that it can be displayed in public and in front of minors. For example, prohibited images and signage include, but are not limited to:
 - A. Images or displays that promote discrimination of any kind based on race, religion, gender, sexual orientation, or sexual innuendo.
 - B. Images or displays which promote the communist regime in Vietnam, because such displays would be harmful and contrary to the primary purpose of the parade which is to celebrate the Vietnamese-American community of Orange County who have a documented history of having suffered under that regime.



GENERAL PARADE GUIDELINES (CONTINUED)



- C. Images or displays that promote political causes or candidates.
- D. Images or displays that are clearly obscene, and would not be appropriate for minors attending or participating in the parade.
 - The designated Parade Marshals have the authority to demand that a parade participant, group or individual, remove and/or discard images or signage deemed to violate this agreement. Failure to comply with the Parade Marshals' demands will lead to expulsion and disqualification from the parade.
 - Any organization or individual misrepresenting the intent to participate in accordance with the established rules will be denied participation in the parade, and potentially in future parades as well.
 - Nothing stated herein shall prohibit individuals who are not participants in the parade from engaging protected speech activities in public areas outside of the official parade or route, in accordance with First Amendment rights.

Day of the parade:

- All participants must check-in upon arrival with parade coordinators and be directed to their assigned staging area.
- Under no circumstances shall any participant move to a different position within the parade line-up, before or during the parade.
- Parade coordinators will be available to ensure the smooth and orderly set up and the parade procession. Parade organizers have the authority to remove any participant, violating parade guidelines, failing to cooperate with instructions, or causing a delay.

During the parade:

- Participants are not allowed to distribute pamphlets, coupons, or other materials along the parade route.
- You must stay 25-30 feet (3 car lengths) behind the participant in front of you. Please do NOT bunch up or allow a large gap to form in front of you.
- Participants agree to follow the outlined parade route and maintain the pace set by officials.
- In the interest of time, participants are not allowed to stop and perform routines along the route or in front of the stage area. Failure to comply with this request may result in a ban from next year's parade.
- Animals must be immediately followed by "scoopers."
- These guidelines are subject to change without notice. Failure to comply with the guidelines can result in the removal before the start of the parade and possible elimination from any future parades.





GUIDELINES FOR PARADE FLOATS



Restrictions

Section 1104 of the California Fire Code:

- **1104.1 Decorative Material.** Decorative material on parade floats shall be noncombustible or flame retardant.
- **1104.2 Fire Protection.** Motorized parade floats and towing apparatus shall be provided with a minimum 2-A,10-B;C rated portable fire extinguisher readily accessible to the operator.

Fire Safety Recommendations

- The fire extinguisher must have a current State Fire Marshal certification tag indicating that the extinguisher has been serviced within the last year. The gauge must indicate that the extinguisher has pressure. The extinguisher must be mounted so that it is accessible to the operators. Do not obstruct the extinguisher with decorative material to hide its location.
- Open flame devices are prohibited on parade floats. The use of fuel fired torches, candles, or similar devices which can ignite are prohibited.
- Fireworks/firecrackers are not permitted to be discharged.
- No smoking on or near any floats at any time.

Safety Guidelines

Float Vehicles:

- Stabilized props on a float should not exceed 12 feet in height or width. Overall height of all floats should not exceed 16 feet. Objects may exceed these requirements only if they can be controlled to allow proper maneuvering with regard to traffic lights, telephone wires, corners and spectators.
- Floats, including tow unit, must not exceed 55 feet in length. The float must be designed to maneuver the several corners along the parade route without delaying the forward motion of the parade or causing potential hazards.
- Float beds must be sturdy and capable of carrying the weight to be imposed.
- Float vehicles should be properly registered and insured.
- The float vehicle must be properly serviced for gasoline, water, oil, brakes, tires and battery prior to entry into the parade. NO extra gasoline, other than in the vehicles tank, can be carried on the float vehicle and engine should be clean of excessive oil and grease residue.
- Floats must have a minimum of 12 inches ground clearance from the frame. Nothing can drag on the roadway from the float. Proper clearance of materials from around the wheels of the vehicles must be incorporated to avoid any materials being caught in them.
- Decorative materials used must be flame retardant/non-combustible and the parade structure must be kept clear of the exhaust system of the motorized float.
- Portable generators must be used carefully. Do not allow the heated exhaust to come in contact with the parade float. Generators must be equipped with a metal exhaust. Do not overload temporary electrical wiring (an electrician should do all float wiring). Secure extension cords properly; do not let them drag on the ground, contact tires or the drive train.
- Inspect your electrical appliances before energizing the parade float.



GUIDELINES FOR PARADE FLOATS (CONTINUED)



- Portable generators shall be secured to the parade float. Re-fueling of generators will not be permitted.
- Plastic sheeting (visqueen) and plastic tarps will not be permitted.
- Hold a safety meeting with the float staff early. Be prepared, identify the hazards and plan your strategy, should an unexpected event occur. Identify the location of the fire extinguisher and know how to shut off the generator and other electrical equipment. Identify a method to alert the driver to stop the parade float.
- If music is part of your float, this must be included in your event application. The music must maintain a volume that will not interfere with others participating in the parade until marching along parade route. Applicant is solely responsible for obtaining permission for the use or; perform in conjunction with the special event of any material copyrighted under state or federal law. Applicant must ensure that all necessary licenses or other permissions to use or perform copyrighted material, including performance of live or recorded copyrighted music, are obtained in advance of the special event.
- The use of Animals is prohibited, unless approved through permit process.

Float Drivers:

- Floats must be escorted to and from the parade site. If unescorted, proper running lights should be attached to the float vehicles.
- Drivers must possess a valid motor vehicle operator's license and be adequately trained to drive their float. Drivers must be a minimum of 18 years of age.
- Once the float is in position in the staging area, a driver and representative must be in attendance at all times in the event there are questions, problems or if the float needs to be moved.
- The operator (driver) must have a clear field of view 180 degree and a wide field of view to avoid other floats and the crowd.
- If the float needs to back-up they must provide sufficient personnel to guide the float.
- Motorcycles- all drivers and riders must be wearing a safety helmet approved by the Federal Motor Vehicle Safety Standard.
- Float driver must have proper ventilation.

Float Riders:

- NO ONE will be permitted to ride on the float as it is being transported to and from the parade site.
- No children under the age of 12 years will be permitted to ride on a float without adult supervision.
- All passengers standing or sitting on the float must be wearing a safety belt or have handholds or other support while the float is moving.
- No riders will be allowed to ride on the edge of the float. Any float with riders or articles hanging over the edge, before or during the parade will be subject to removal from the line of march.
- Anyone under the age of 18 riding a bicycle, must wear proper safety equipment including a helmet at all times.
- No smoking is permitted on the float.