

## **2024 St. John's Pride Parade Terms and Conditions**

The Pride Parade began as a protest and has evolved overtime. Today the Pride Parade serves both as a celebration of the 2SLGBTQ+ community and a demonstration for the continued work needed for the acceptance and equality of 2SLGBTQ+ persons both locally and globally.

By participating in the 2024 St. John's Pride Parade all participants affirm their support to St. John's Pride's mission and goals.

***St. John's Pride's purpose is to provide advocacy through education and visibility events, products, and resources.***

***We also organize and oversee an annual Festival along with year-round events, all aimed at celebrating and highlighting the rich diversity within our communities in and around St. John's, NL.***

### **1. General**

- 1.1. St. John's Pride is the sole organizer of the St. John's Pride Parade (the event) along with the guidance of the City of St. John's.
- 1.2. In conjunction with the Board of Directors, The Parade Coordinator and City Liaison (Parade Coordinator) shall act as the lead organizer and decision maker for all aspects as they relate to the St. John's Pride Parade.
- 1.3. A participant is defined as a person, group or organization who takes part in the 2024 Pride Parade and is not a spectator.
- 1.4. The Terms and Conditions (TaC) outlined in this document apply to all participants of the St. John's Pride Parade without exception.
- 1.5. It is the responsibility of participants to ensure that they are aware of the Terms and Conditions.
- 1.6. The TaC is in addition to all other applicable regulations, by-laws, legislations and otherwise that may apply. It is the responsibility of the participant to comply with all of the aforementioned.
- 1.7. St. John's Pride retains the right to update the TaC as required.
- 1.8. The Parade Coordinator, members of the St. John's Pride Board, and volunteers shall ensure that the TaC are adhered to during the event at all times.
- 1.9. Instances of non-compliance shall be reported to the Parade Coordinator in as timely a manner as reasonably possible.
- 1.10. St. John's Pride reserves the right to refuse entry or the subsequent removal from the event any participant who is non-complaint to the TaC without liability.
- 1.11. Failure to comply with the TaC may result in the refusal of the participant's involvement with other St. John's Pride events in future years including the parade.

## **2. Applications**

- 2.1. No group or organization participant shall be permitted entry into the parade without pre approval, in writing, from St. John's Pride.
- 2.2. Individuals who wish to participate in the parade community group do not need to submit an application. All other persons not participating with the community group must be part of a registered contingent.
- 2.3. Only group or organization participants who submit the proper application and supporting documentation will be considered for entry into the parade.
- 2.4. Applications shall only be received through St. John's Pride's official website online form.
- 2.5. All applications shall be extensively reviewed by St. John's Pride.
- 2.6. Applications shall be reviewed on a first come first served basis.
- 2.7. Space for the parade may be limited. St. John's Pride reserves the right to close applications prematurely should spaces become filled.
- 2.8. St. John's Pride reserves the right to refuse entry, or the removal, of participants who are found to falsify applications without liability.
- 2.9. St. John's Pride reserves the right to refuse entry to any person, group, or organization whose conduct, policies, or public statements do not appear to be aligned with St. John's Pride's mission and goals without liability.
- 2.10. All group and organization participants may be subject to additional review and approval by the City of St. John's.
- 2.11. Parade placement shall not be traded, shared, or exchanged without written permission from St. John's Pride.
- 2.12. Participants who wish to be placed adjacent to another participant must indicate such in their parade application.
- 2.13. St. John's Pride does not guarantee that placement requests will be awarded.
- 2.14. Each group or organization participant must identify both a lead contact and back up contact as a part of the application process.
- 2.15. Both the lead contact and back up contact for participants must be the age of majority and capable of communicating and managing their respective contingents leading up to and during the event.
- 2.16. Each group or organization participant submission must provide proof of \$2,000,000.00 CAD Commercial General Liability with the "City of St. John's" (Appendix A) identified as an additionally insured. Proof of insurance must indicate that the policy will be in effect on July 21, 2024 (ie: Policy beginning and end effective dates). Proof of insurance not submitted with the original application shall be uploaded via the file upload portal on the St. John's Pride website or sent to [parade@stjpride.ca](mailto:parade@stjpride.ca) no later than July 10, 2024.
  - 2.16.1. Some groups may be eligible for an exemption from the requirement to carry Commercial General Liability. Pre approval of this is required before entry into the parade area.
- 2.17. By submitting an application group and organization participants agree to subsequently pay the applicable parade fee based on entry type as per the

publicly available fee schedule found on St. John's Pride's website at the time of open applications.

- 2.18. St. John's Pride reserves the right to adjust entry type based on other publicly available information that may exist that may contradict the application submitted.
- 2.19. Participants will be notified electronically of the status of their application and next steps in a reasonable amount of time.

### **3. Payments and Refunds**

- 3.1. Participants will not be fully approved for the parade until fees are paid in full or waived. Failure to meet this requirement without preapproval from St. John's Pride may result in a participant not being able to participate in the event.
- 3.2. All payments are to be made via methods that will be prescribed and communicated by St. John's Pride at the time of invoicing.
- 3.3. Applications that are denied will be refunded.
- 3.4. Any group wishing to receive a refund must do so in writing to [parade@stjpride.ca](mailto:parade@stjpride.ca) on or before Friday, July 12, 2024.
- 3.5. Should the event be postponed or canceled for reasons beyond St. John's Pride's control participants who are unable to attend a new date shall be eligible for a refund only between the day of the new date announcement and the date of the rescheduled event inclusive.
- 3.6. Participants who are not permitted to participate in the parade due to a failure to comply with the TaC shall not be entitled to a refund.

### **4. Vehicles and Float Guidelines**

- 4.1. All vehicles must be granted pre approval by St. John's Pride prior to their entry into the parade.
- 4.2. All vehicles will be checked against a listing of pre approved vehicles upon entry into the staging area.
- 4.3. Vehicles that are not declared to St. John's Pride prior to the event and approved will not be permitted entry.
- 4.4. All vehicles must provide proof of a minimum \$2,000,000.00 CAD general liability prior to their approval into the parade.
- 4.5. Proof of Insurance for vehicles, not submitted with the original application, shall be uploaded through the portal on the St. John's Pride website not later than July 10, 2024. Proof of insurance must indicate that the policy will be in effect on July 21, 2024 (ie: policy beginning and end effective dates).
- 4.6. Proof of insurance must be present with the vehicle during the event.
- 4.7. All vehicle drivers must be licensed to drive the respective vehicle class and must carry their driver's license with them during the event.
- 4.8. All vehicles and trailers must be considered roadworthy with no known mechanical issues at the time of the event.
- 4.9. All vehicles must be compliant to the *Highway Traffic Act*.

- 4.10. Use of electronic devices by a vehicle operator including but not limited to cellphones, mp3 players, cameras and other electronic devices that may be considered distracting during the event is prohibited.
- 4.11. Vehicles should not idle in the staging area unless absolutely necessary.
- 4.12. Trailers must be appropriately hitched to a vehicle.
- 4.13. Participants with a vehicle in the parade must have two designated marshalls to accompany the vehicle and/or trailer through the route and assist with navigation.
- 4.14. All vehicles, trailers, and attachments must be less than 13' (thirteen feet) in height.
- 4.15. Floats/vehicles in which a person or persons will be on/in must have at minimum 3' (three feet) high railings around the perimeter of the float. This includes truck beds.
- 4.16. Absolutely no person or persons shall stand or hang from the ledge, foot board, steps or other area of a vehicle or float that is not enclosed with secure railings.
- 4.17. Absolutely no person or persons shall transfer to or from a vehicle or trailer that is in motion.
- 4.18. All attachments, decorations, and accessories must be securely attached to the vehicle at all times during the event.
- 4.19. St. John's Pride accepts no responsibility for costs incurred by the participant for mechanical failures of any type to a vehicle, trailer, or other during the event.
- 4.20. St. John's Pride, a third party designated by St. John's Pride, the City of St. John's, the Department of Digital Government and Service Newfoundland and Labrador, and local law enforcement reserves the right to inspect vehicles and floats before the commencement of the parade.

## **5. Parade Logistics and Guidelines**

- 5.1. The parade route will be communicated through St. John's Pride's website and social media pages.
- 5.2. Approved participants will be provided with detailed instructions prior to parade day on arriving at the parade staging area that are to be followed.
- 5.3. The parade day lead contact must present themselves to the parade volunteer for their designated zone upon arrival to check in.
- 5.4. St. John's Pride does not provide supplies to participants.
- 5.5. All vehicles and floats agree to enter the staging area as close to their assigned time as possible.
- 5.6. All vehicles and floats must park in the outside lane (adjacent to sidewalk) of their respective staging area.
- 5.7. Vehicles and floats are not permitted to move once assigned their spot in the staging area until the parade begins unless with the approval or request of and guided by a St. John's Pride volunteer.
- 5.8. All participants are to adhere to the guidance, direction, and requests of parade volunteers during the event.

- 5.9. All participants agree to adhere to the one minute of silence precisely at the start of the parade. Participant leads are responsible to remind and enforce this minute of silence with their contingent.
- 5.10. In the event of an emergency participants must move to the right lane, stop, and await further instructions. Parade volunteers will advise on next steps when appropriate.
- 5.11. The sale of goods or services in the staging area or along the parade route is strictly prohibited.
- 5.12. The solicitation of donations in the staging area or along the parade route is strictly prohibited.
- 5.13. Alcohol or other controlled substances are not permitted in the staging area or on the parade route. Any participant found to be in possession of these items will be immediately removed from the event.
- 5.14. Participants using generators or any other fire hazardous material must carry a fire extinguisher.
- 5.15. The use of flames, pyrotechnics, paper streamers and confetti is strictly prohibited.
- 5.16. Garbage or wastage by the participant are the responsibility of the participant to remove.
- 5.17. Costumes are permitted. However, for safety reasons, participants must be prepared to show their faces if asked by parade volunteers or other officials.
- 5.18. Any applicable copyright release for performances or broadcasts is the sole responsibility of the Participant. St. John's Pride assumes no responsibility or liability whatsoever.
- 5.19. Participants playing music must ensure that music is appropriate for a wide variety of audiences and reflective of the 2SLGBTQ+ community.
- 5.20. Participants must have easy access to music controls.
- 5.21. All animals in the parade must be on a leash.
- 5.22. Animal waste removal is the responsibility of the participant.
- 5.23. Participants agree to cease loud music, sirens, cheering, yelling, flashing and revolving lights while passing through the sensory free zone.
- 5.24. The Lead Contact is responsible for ensuring that their contingent adheres to the rules of the sensory free zone.
- 5.25. The Participant specifically agrees that St. John's Pride assumes no responsibility for damages to persons or property however caused, as a result of or pertaining to the participation and/or activities of the Participant.
- 5.26. It is the responsibility of the Participants to be adequately prepared for Parade Day. It is recommended to provide food, water, and sunscreen for your contingent.
- 5.27. All Participants are responsible for the safety and security of their own goods and equipment and must ensure the safety of the Participants by limiting any unreasonable access to their equipment at any time.

- 5.28. All participants agree to not present with any official law enforcement uniform or use of force equipment, or likeness, that would reasonably be expected to be present during the execution of their job duties on their person during the event.
- 5.29. All participants acknowledge the possibility of private and/or volunteer security services at the staging area and throughout the route.

## **6. Sampling**

- 6.1. Participants are permitted to provide samples to spectators, however;
- 6.2. Food and beverage products (wrapped or otherwise) are not permitted to be passed out to spectators.
- 6.3. Purley commercial messaging items are not permitted.
- 6.4. Items must be solely in reference to the participant and not any third party that is not affiliated with the 2024 St. John's Pride Festival.
- 6.5. Literature and resource information specific to the 2SLGBTQ+ community is permitted.
- 6.6. Items of a hateful, violent, homophobic, transphobic, racist, ableist, discriminatory, or pornographic nature are not permitted.
- 6.7. Items that are likely to result in ground wastage should not be distributed.
- 6.8. The throwing of samples to spectators is prohibited for safety reasons.
- 6.9. St. John's Pride reserves the right to request samples of sample items prior to the event for review.
- 6.10. St. John's Pride reserves the right to refuse a participant from distributing samples that are not deemed appropriate by St. John's Pride without liability.

## **7. Marketing, Logo and Messaging**

- 7.1. No participant shall use the St. John's Pride logo without expressed written permission.
- 7.2. No participant shall display logos other than their own.
- 7.3. Union Participants are only eligible to display their respective Union logos and not the companies in which they may be affiliated.
- 7.4. The Participant must not present any messages – verbal, written, in imagery or otherwise that promote or condone violence or the incitement of hatred.
- 7.5. The Participant will respect the rights of all members and supporters of our communities, and tailor their parade messaging to be in solidarity.
- 7.6. By participating in the event all participants consent to the use of audio and visual recordings by St. John's Pride or affiliated third parties and acknowledge that they may appear in future publications by or for St. John's Pride.

## **8. Release of Liability**

- 8.1. In consideration of the acceptance of this registration and permission to participate in the Pride Parade, the Participant releases, waive and forever discharge St. John's Pride board, volunteers, and suppliers, the City of St. John's and all other associations, sanctioning bodies and sponsoring companies, and all their respective agents, officials, servants, contractors, representatives,

volunteers, staff, elected and appointed officials, successors and assigns of and from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property howsoever caused, arising or to arise by reason of my participation in the said event, whether as an exhibitor, spectator, participant, competitor or otherwise, whether prior to, during or subsequent to the event, and notwithstanding that the same may have been contributed to, or occasioned by the negligence of any of the aforesaid.

- *Questions specific to the St. John's Pride Parade may be directed to [parade@stjpride.ca](mailto:parade@stjpride.ca).*
- *General Information questions regarding St. John's Pride and the 2024 St. John's Pride Festival may be directed to [info@stjpride.ca](mailto:info@stjpride.ca) .*

## **Appendix A**

The address for the City of St. John's is:

10 New Gower Street  
St. John's, NL  
A1C 1J3