



# 2023 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: Sunday, January 22, 2023 | 9:30 a.m.

***Applications due January 11, 2023***

This year the City of Westminster will be hosting the 2023 Westminster Tet Parade. As in prior years the purpose is not only to celebrate the Lunar New Year, but to celebrate the Vietnamese-American Community of Orange County centered in Little Saigon. The Vietnamese-Americans living in Westminster and the surrounding cities are the largest community of Vietnamese-Americans outside of Vietnam. This community consists largely of those who were forced to flee their country as a result of the communist takeover in the Vietnam War. The Westminster Tet Parade is the City's primary opportunity each year to celebrate this community, including their beliefs, traditions and all that they represent. Please read this entire document. Your signature at the end will serve as your agreement to comply with all 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:

- Completed Application Form with Signed Waiver
- Payment for Parade Entry Fee
  - \$250 for Non-Profit/Government**
  - \$500 for Businesses/Individuals**

***Applications must be received by January 11, 2023***

**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 and check to:

Community Services and Recreation Department  
Tet Parade  
8200 Westminster Blvd.  
Westminster, CA 92683

- Or submit completed application with waiver 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 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).



Year of the Cat



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Parade Date & Time: Sunday, January 22, 2023 | 9:30 a.m.

**Applications due January 11, 2023**

Organization/Business Name:

Address:

Contact Person:

Phone Number:  501c3 #:

Email:

## TYPE OF ENTRY

Parade Entry Fee: \$250 for Non-Profit/Government | \$500 for Businesses/Individuals

Float:  Vehicles(s):  Band:  Drill/Cheer Team:  Dance Group:

Civic Group:  Non-Profit:  ROTC:  Color Guard:  Equestrian:

Marching Group:  Business:  Other (please specify: )

Number of Vehicles in parade:  Number of participants in parade:

Estimated line-up footage needed:

Please describe entry:

*Insurance required for vehicle(s) and equestrian entries*

Please provide or attach a brief bio about your organization/business below (maximum of 75 words) in **English and Vietnamese**. This will be read by the announcer as your group approaches the stage:

**OFFICE USE**  Completed Application and Signed Waiver Received  Paid (\$250/\$500)

Date Received:  Paid by:  Entry #:

## CITY OF WESTMINSTER PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

I, \_\_\_\_\_ (Full legal name), desire to participate in Westminster Tet Parade 2023, (the "Activity").

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

1. Activity Environment. I understand that there are risks involved whether I participate in virtual or in-person activities.

a. In-person activities. I understand that the State of California is currently subject to a stay-at-home order due to the COVID-19 pandemic. I am fully aware of the rules and regulations imposed by the State of California and the City of Westminster ("City"), including the requirement that I must maintain social distancing of at least six feet from other participants, and that I must follow all required Community Services & Recreation policies and procedures while engaging in the Activity. I represent that:

- I am aware that persons over age 65 and persons with underlying health conditions are at greater risk of contracting COVID-19 and becoming ill, potentially risking death.
- I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste.
- I have not been advised by a physician that I am COVID-19 positive.
- I am physically able to engage in the Activity while following all policies and procedures of the Community Services & Recreation Department.

b. Virtual activities. I fully understand that the City, its employees, officials, and agents, are not responsible for any loss, alternation, corruption or other damage to my personal property, including computers, networks and other personal property used as part of my participation in the Activity. The City makes no warranty that 1) internet service will be adequate to facilitate the Activity, 2) internet service will be uninterrupted, timely, secure, error-free or virus-free, 3) any information that may be obtained through the Activity will be accurate or reliable and/or 4) that any errors in software will be corrected. I represent and agree that:

- The conditions of my property, both personal and real, are suitable for participation in the Activity.
- I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste.
- I have not been advised by a physician that I am COVID-19 positive.
- I am physically able to engage in the Activity while following all policies and procedures of the Community Services & Recreation Department.

2. Assumption of Risk. I fully understand that there are dangers, inherent and otherwise, in the Activity and in engaging in the Activity during the COVID-19 pandemic. I understand that my participation in the Activity may expose me to the risk of personal injury or death and/or causing me to acquire COVID-19 and transmit it to others. I further understand and agree that any material downloaded, viewed or otherwise obtained through a virtual Activity is done at my own risk, and I will be solely responsible for any loss or damage to my personal property, including computer systems and networks, or loss of data that resulted from the use, download and/or viewing an Activity. I hereby acknowledge that I am participating of my own free will in the Activity and I agree to assume the full risk of any injuries and/or damages and/or losses of any kind, regardless of severity and including death, that may occur in connection with my participation in the Activity. I further assume the risk, if I take a virtual Activity, that my property may not be suitable and agree to hold the Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, harmless from any loss or damage arising from injury to person or property arising from the use of such property in the Activity.

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. Medical Release. I authorize the City to provide or cause to be provided such medical treatment to me as may be necessary or appropriate if any injury occurs while I am participating in the Activity. I further agree to pay any costs incurred as a result of such treatment.

5. Waiver and Release of Liability. I, intending 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 Community Services & Recreation Department, the City, 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 & Recreation Department or the City, or their elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue the Community Services & Recreation Department, the City, or

**CITY OF WESTMINSTER PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY (CONTINUED)**

their elected officials, officers, agents, employees, and/or volunteers for any damages I 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.

6. Recording of In-Person/Virtual Activities. I understand and agree that a in person and/or virtual Activity may be recorded for viewing and/or listening by others at a future date. I consent to the City's use of audio/video recordings of me during the in person and/or virtual Activity and that the City may use audio/video segments or photograph stills of me for any purpose, including but not limited to news, advertising and promotional purposes, without compensation to me. I hereby release and hold harmless the Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any claims relating to the use of my likeness and image

7. Compliance with All Rules. I 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. During live sessions, participants will be able to see and hear anything within audio or camera viewing areas. Accordingly, the Activity coordinator may, in his or her sole discretion, mute and/or restrict video access to participants during a virtual session.

8. 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.

All participants must adhere to the terms of Westminster 2023 TET Parade General Parade Guidelines and other rules established by the City from time to time. A violation of these rules may result in your expulsion from the parade and future parades. The enjoyment and safety of our participants and parade attendees is of paramount importance to the City. We appreciate your cooperation to ensure a successful event.

I HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

Participant's Full Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If participant is under the age of 18, a parent or legal guardian must read and sign this Agreement, agreeing to be bound by its terms and verifying that he/she is the parent and/or legal guardian of the minor.

Parent/Legal Guardian Name: \_\_\_\_\_

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 and the Vietnamese-American Community of Orange County, and the unique culture, experience and traditions of that community. The City reserves the right to evaluate any presentation proposed to be presented 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.



# GENERAL PARADE GUIDELINES (CONTINUED)

## **Please note (continued):**

- 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.
  - 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 2023 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:**

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



# GENERAL PARADE GUIDELINES (CONTINUED)

## **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.



# GUIDELINES FOR PARADE FLOATS (CONTINUED)

- 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.
- 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.



# GUIDELINES FOR PARADE FLOATS (CONTINUED)

## 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.

