

# General Rules

YOUR GROUP MUST COMPLY WITH ALL INSTRUCTIONS GIVEN BY MEMBERS OF STARK PRIDE FESTIVAL COMMITTEE MEMBERS AND/OR THE MARCH COMMITTEE. You are responsible for **reading** and **understanding** this material. Please share this information with the members of your organization and group marching.

- **Group Leaders:** Group Leaders play an essential role in the march's success.

Group Leaders are:

- a. The official liaisons between Stark Pride Festival (SPF) March Committee, Canton Police Department (CPD), and the participants in the march
- b. Our point of contact in an emergency is 911
- c. The member(s) of each marching group tasked with making sure everyone adheres to these and other rules.

Every group must be accompanied by at least one Group Leader.

- **Formation Area:** Group Leader check-in will be at the information table located in the parking lot. The check-in area will be open beginning at 12:00 pm.
- **Order of the March:** All organizations must line up in accordance with their assigned number and must do so by 12:45 pm. Each organization must stay in its assigned spot for the duration of its participation in the March.
- **Registration:** All organizations, groups, families, or individuals participating in the march must register online by **May 25, 2024**.
- **Marcher Registration Donation:** **THE MARCH IS FREE**, but please consider a donation when you register if your organization is not already sponsoring. Stark Pride Festival's (SPF) fiscal sponsor is Queer In Canton, a 501c3 non-profit organization. With your support, we can continue making the march a better, more exciting event for the entire community every year.
- **Parking:** All marchers may park at the Canton Cultural Center for the Arts parking lot or parking garage. Due to minimum parking availability, we encourage you to carpool with your team. Another option is to take **Metro Bus**, **LYFT**, or **UBER** to pride - enjoy the festival and let them drive for you. General parking will not be available in the march staging area.
- **Sound Projection:** We are not allowing sound projection in the march.
- **Confidentiality:** *SPF* does not release any personal contact information about individuals, families, groups, and/or organizations.

- **Solicitation of funds:** *SPF* prohibits solicitation of funds during the march. If your organization is found soliciting funds, you will not be permitted to register next year.
- **Pets:** The members of the March Committee strongly suggest that you do not bring your pets to the march. It is a long day on hard, hot asphalt. Although our pets are part of our families, it seems more loving to leave them home, where they can be comfortable and secure. If you must bring your pets, you are responsible for their care and clean up. Service animals are permitted.
- **Movement of the March:** To avoid the creation of gaps, groups are expected to be moving forward along the route at nearly all times unless stopped by an *SPF* volunteer or Canton PD. Please pay attention to instructions from *SPF* volunteers about moving along and closing any gaps.
- **Nudity:** The law prohibits nudity; please review Ohio Revised Code. Police will be present at the march, and they will enforce this law.
- **Throwing Objects or Distributions of Literature:** Objects may not be thrown or tossed to or at the participants or spectators. *SPF* assumes NO responsibility or liability for injuries caused by such actions. You may hand out literature or objects one person at a time. As this is a march and not a parade, please do not distribute candy. No glitter objects.
- **Campaigning:** *SPF* does not endorse political candidates or parties. The march welcomes elected officials and candidates for office regardless of party affiliation. Political fundraising during any *SPF* event is absolutely prohibited. In addition, *SPF* asks that candidates refrain from campaigning during the march. Materials such as banners and t-shirts, may not use terms such as "vote for", "elect" or "keep".
- **Litter:** *SPF* is not responsible for litter generated during the march. We ask that you be considerate and dispose of any trash into a trash can or save until you find one. This will help us set an example to our community.
- **Hold Harmless/Indemnity:** All participants are responsible for any and all acts and/or omissions on their part, or on the part of their agents, volunteers and/or employees that may result in injury or damage to themselves or their agents, employees, or to third parties. Applicant specifically agrees to indemnify and to hold *SPF* and its agents, volunteers, and employees free and harmless and to defend it from any and all claims arising out of such acts or omissions.

## Legal Agreement

By registering to participate in the march, you agree to the following statements regarding the phrase "Stark Pride Festival".

You acknowledge and agree that Stark Pride Festival exclusively owns all right, title, and interest in the trademark "Stark Pride Festival" and all related marks, logos, and designs, including, without limitation, all derivations thereof (collectively, the "Mark(s)"). You shall use the Mark(s) solely as provided by Agreement. You shall submit copies or samples of all materials

containing or bearing the Mark(s) for Stark Pride Festival's review no later than May 15, 2024 or such other date agreed to by you and Stark Pride Festival in writing. You hereby acknowledge the high quality of the goods and services sold under, and the valuable goodwill associated with, the Marks. You shall maintain the quality of goods and/or services offered in connection with or under the Mark(s), consistent with the high standards established by Stark Pride Festival prior to the date hereof and provide Stark Pride Festival with reasonable opportunity to inspect your products and/or facilities that bear or are otherwise related to Stark Pride Festival or the Marks to confirm compliance with the terms hereof. You shall not depict the Mark(s) in any manner that (i) is inconsistent with the use of the Mark(s) by Stark Pride Festival prior to the date hereof and such guidelines that may be provided by Stark Pride Festival with respect to the use thereof or (ii) could denigrate, disparage, tarnish, present in a false light, or otherwise reflect negatively on the LGBTQ+ community or LGBTQ+ persons, the Mark(s), or Stark Pride Festival. Stark Pride Festival reserves the right to revoke this license at any time for any breach of the Agreement, or for good cause. The Agreement, including, without limitation, the license granted thereunder, is non-transferrable, and You may not delegate, subcontract, assign, or otherwise transfer any of its rights or obligations under the Agreement. The Agreement is binding upon and insures to the benefit of the Parties hereto and their respective permitted successors and assigns. All use of the Mark(s) by You shall insure to the benefit of Stark Pride Festival.

You agree to comply with all local, state, and federal laws, and your actions shall not violate, infringe, or prejudice the rights of Stark Pride Festival or any third party. You agree and expressly warrant that all material produced, performed, displayed, and/or distributed by you in connection with Stark Pride Festival and its events are your original work or that you have permission to use such material, and that such material shall not infringe any copyright, defame any person or entity, or otherwise violate the rights of any person or entity. You agree to indemnify and hold harmless Stark Pride Festival, The City of Canton, and all other associations, sanctioning bodies and sponsoring companies, and all their respective agents, officials, servants, contractors, representatives, elected and appointed officials, successors, and assigns from and against all third-party claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any use of such material in connection with Stark Pride Festival and/or its events, whether by you or your employees, contractors, agents, or representatives.

You and your heirs, executors, administrators, successors, and assigns hereby release, waive, and forever discharge Stark Pride Festival, the City of Canton, and all other associations, sanctioning bodies and sponsoring companies, and all their respective agents, officials, servants, contractors, representatives, elected and appointed officials, successors, and assigns, 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 your person or property howsoever caused, arising by reason of your participation in Stark Pride Festival's events or other activities, whether as an exhibitor, spectator, participant, performer, competitor, or otherwise, whether prior to, during, or subsequent to Stark Pride Festival's events or other activities.