

ROCKET CITY SCOTTISH FESTIVAL AND HIGHLAND GAMES October 5, 2024 Sharon Johnson Park, New Market, AL 35761 <u>https://www.madisoncountyal.gov/departments/recreation-department/sh</u> aron-johnston-park

Address: 783 Coleman Road, New Market, AL 35761

<u>Camping</u>: Campground Reservations may be made starting 90 days before the event. (256) 425-3016. CAMPING AT THE FESTIVAL SITE IS NOT ALLOWED.

Date: October 7, 2023, rain or shine, unless the weather turns hazardous.

<u>NOTE</u>: ONLY CONTACT THE PARK TO MAKE CAMPING RESERVATIONS Application Deadline: September 15, 2024

Cancellation: Full refunds will be given should this event be canceled.

Festival Time: 6:00 a.m. – 5:00 p.m. Gates open to the public at 9:00 a.m. The park closes at sundown.

<u>Set-Up</u>: Friday, October 4th, Noon - 4:00 p.m. Saturday, October 6th, 7:00 a.m.- 8:30 a.m. Extra vehicles must move to the parking area by 8:30 a.m. All tents must be secured in the event of wind and foul weather. Spaces will be 12' x 12'. **There will be no electricity available.** <u>**Take Down**</u>: Clans may begin a "soft" take down at 4:00 p.m. Vehicles may exit the field after 5:00 p.m.

Festival Insurance: The festival will always carry festival insurance.

<u>Clans</u>:

- Clans are allowed <u>one</u> vehicle to park behind their tent(s). If you are hauling a trailer, please let me know in advance so we can ensure your space has enough room to accommodate your set-up.
- Feel free to sell merchandise related to your Clan; please keep items within your tent.
- If you need to leave early due to an emergency, please let us know so we can safely guide you and your vehicle out of the park.
- You are responsible for setting up, manning, and taking down your tent.
- If you need to cancel, you have until September 1, 2024, to receive a refund.
- If you are a no-show, there will be no refunds.
- Please keep your area clean and return it to the condition in which you received it.

Legacy Clans: Clans who took a chance on us our first year will be designated "Legacy Clans." This means that provided the clan is represented every year moving forward, you will pay a reduced rate for tent spaces, can retain the same space year to year (dependent on the configuration (which can change), and can increase the #number of spaces should you need

them), or request a different site the next year (providing the space has not already been reserved by another Legacy Clan.

<u>Contact</u>: Michelle Ross, Festival Chairman Phone: 256-503-3907 Email: <u>mtsliquoriross@gmail.com</u> Mailing Address: 276 Shortleaf Lane, Harvest, AL 35749

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CLAN APPLICATION

If printing and mailing, please return pages 2-4 along with payment.

CLAN NAME: ______
EXHIBITOR: ______

CONTACT INFORMATION:

PHONE: _____

ADDRESS: _____

EMAIL (required):

ESTIMATED TIME OF ARRIVAL FOR SET-UP: _____

I have read and agree to the RCSF&HG conditions and rates.

With my signature, I acknowledge that I am an official Clan Representative and that the RCSF&HG is bound by weather conditions and state and federal safety and health regulations. I will abide by those rules as listed for Clans.

EXHIBITOR SIGNATURE:

(Print)

(Signature and date)

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<u>TENT SPACE(S)</u>:

12' X 12'

Legacy (\$20.00/EA) \$_____ New (\$25.00/EA) \$_____

- Minimum one space
- Multiples may be reserved.

TOTAL: \$_____

If paying by check, make it out to RCSF&HG. Please reference Your Clan. in the memo.

Mail to 276 Shortleaf Lane, Harvest, AL 35749

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RELEASE AND WAIVER OF LIABILITY FOR CLANS AND VENDORS

This Release and Waiver of Liability is executed this day of ______,

20____, by ______ (hereafter known as "The Clan" in support of The Rocket City Scottish Festival and Highland Games (hereafter known as RCSF&HG), its volunteers, and agents.

I, "The Clan," at this moment, freely and voluntarily, without duress, execute this Release under the following terms:

1. Waiver and Release: I, at this moment, release and forever discharge and hold harmless RCSF&HG and its successors and assigns from all liability, claims, demands, and causes of action of whatever kind of nature, either in law or equity, which may hereafter arise from my participation with the Rocket City Scottish Festival and Highland Games and/or any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with RCSF&HG.

I understand and acknowledge that this Release discharges RCSF&HG from any liability or claim I may have against RCSF&HG concerning any bodily or other injuries, illness, death, or property damage that may result from my participation. I also understand that RCSF&HG does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

- 2. Insurance: I understand the RCSF&HG provides group accident or other liability insurance. Any coverage so provided will be governed by the policy language. Except to the extent that it may provide such insurance, RCSF&HG does not carry or maintain any health, medical, disability, damage, or other liability insurance coverage for the benefit of its Clans or vendors and expressly disclaims any responsibility or obligation to do so. AS A CLAN/VENDOR, I AM EXPECTED AND ENCOURAGED BY RCSF&HG TO MAINTAIN MEDICAL, HEALTH, AND ALL OTHER APPLICABLE INSURANCE COVERAGE FOR MY BENEFIT.
- **3.** Medical Treatment, Except as otherwise agreed to by RCSF&HG in writing, I at this moment release and forever discharge RCSF&HG from any liability claims, demands,

and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with **RCSF&HG** and any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with **RCSF&HG**.

- 4. Assumption of Risk: I understand that my participation with RCSF&HG and any project, activity, or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with RCSF&HG may include activities that may be hazardous to me. I understand that such participation may involve certain inherently dangerous activities. I, at this moment, expressly and specifically assume the risk of injury or harm in the activities and release RCSF&HG from all liability for injury, illness, death, and property damage that may result.
- 5. Photography Release: I grant and convey unto RCSF&HG rights, titles, and interest in and to any photographic images were taken by or on behalf of RCSF&HG, or made with its consent, during my participation in The Rocket City Scottish Festival and Highland Games and any project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with RCSF&HG, including, but not limited to, any royalties, proceeds, or other benefits derived from sur photographs.
- 6. Other: I expressly understand and agree that this Release is intended to be as broad as permitted by law, and this Release shall be governed by and interpreted following the rules of this state, county, city, or township. I agree that if any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release.

By signing below, I acknowledge that I have read and understand this Release and agree to its provisions.

Clan Sanctioned Representative:

(Print)

(Signature)

(date)

Every attempt will be made to acknowledge receipt of this application. If you don't, please don't hesitate to contact Michelle Ross at <u>mtsliquoriross@gmail.com</u>.

CLAN REQUESTS: