

Santa Clara Parks and Recreation Department  
 Community Recreation Center  
 969 Kiely Boulevard  
 Santa Clara, CA 95051  
 408-615-3140



## Free Speech Group Application

### Art & Wine Festival 2024

September 14, 2024 from 10 a.m. - 6 p.m.

September 15, 2024 from 10 a.m. - 5 p.m.

Free-speech groups include, but are not limited to, religious, political, social, and charitable organizations.	
<b>1. Organization Information</b>	<b>2. Contact Information</b>
Name:	Name:
Address:	Address:
City:	City:
Zip:	Zip:
Phone:	Phone-work:
Website:	Phone-cell:
<b>3. Reason for participating in this City event:</b>	Email:
	Position in Organization:
<b>Application Deadline: Friday, September 6, 2023 at 5 p.m.</b>	
Submit application via email to <a href="mailto:PRCustomerServe@SantaClaraCA.gov">PRCustomerServe@SantaClaraCA.gov</a> or mail to Community Recreation Center, 969 Kiely Boulevard, Santa Clara, CA, 95051, Attn: Angelique Wilson.	
<p>Lottery Drawing of Space Assignments: Wednesday, September 11, 2024 at 5 p.m. held at the Community Recreation Center.</p> <ul style="list-style-type: none"> <li>If you are present at the lottery drawing, you may select your space.</li> <li>If you are late to the lottery drawing, you will be asked to wait until all other organizations have finished selecting their space.</li> <li>If you are not present at the lottery drawing, staff will assign you a location and an e-mail will be sent to you on Friday, September 13, 2024 with your space assignment.</li> </ul>	

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## Free Speech Group Regulations

### Event Regulations:

1. Generators are prohibited in the park. Electricity will not be available during the event.
2. Distribution of food and drinks is prohibited in accordance with California Health Department regulations.
3. All individuals representing a Free Speech Group must be registered with the Parks and Recreation Department.
4. Balloons are prohibited in the park at all times.
5. Private vehicles are prohibited in the park.
6. For unloading purposes only, Free Speech Groups may bring wheeled carts to carry booth items to their assigned space. It is the responsibility of the group to load and unload their belongings themselves. City staff will not be available to assist.
7. Free Speech Groups may park in public lots as available.
8. Free Speech Groups may begin set up anytime from 8:30 a.m. to 9:45 a.m. on Saturday, September 14 and Sunday, September 15.
9. Free Speech Groups should be fully set up and operational from 10 a.m. to 6 p.m. on September 14 and 10 a.m. - 5 p.m. on September 15.
10. No amplified sound is permitted in the park.
11. Pets are not permitted in the park during the event, with the exception of service animals (Resolution No. 16-8309).
12. Free Speech Groups must comply with Resolution #6206 (Resolution No. 6206 Declaring Locations at Which Free Speech Groups May Have Tables Set Up at City-Sponsored Events on Public Property and Defining Activities Which May Occur Outside the Designated Locations. July 2, 1996).

### Space Regulations:

1. Donations may only be accepted in the space provided to the Free Speech Group.
2. Free Speech Groups may not move from an assigned space without prior approval from City Parks and Recreation Department staff.
3. Free Speech Groups are responsible for providing their own space structure, tent, tables, chairs, etc.
4. Space structure and set up materials may not exceed the designated booth space. In many instances, spaces measure 10' x 10' maximum. Space may be smaller due to natural barriers.
5. A Free Speech Group's location will be marked in the assigned space. Contact the Information Booth for assistance if you have concerns regarding your assigned space.
6. Free Speech Groups should conduct business within the confines of their assigned space; do not conduct promotion or solicitation in pathways or in front of others' space.
7. Tables must remain within the designated booth space to avoid congestion in the walkway.

I and those representing my organization agree to adhere to the Event Regulations and Free Speech Space Guidelines as described on the reverse side.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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**Art & Wine Festival 2024**  
**Assumption of Risk and Liability Agreement**

In CONSIDERATION of the acceptance of the application for entry into the activities and entry to and use of any facilities or equipment as part of these activities listed on the application form above this agreement , I hereby WAIVE, RELEASE, and DISCHARGE, any and all claims for the damages for death, personal injury, or property damage which I may have, or which may hereafter accrue to me as a result of my participation in the said activities. This release Agreement is intended to discharge in advance the City of Santa Clara, City Council, its officers, agents, and employees, the Santa Clara Unified School District and the School Board, its officers, agents and employees from and against any and all liability arising out of or connected with my participation in the said classes or activities, even though that liability may arise out of NEGLIGENCE or CARELESSNESS, on the part of the persons or entities mentioned above.

I HAVE READ THE DESCRIPTION OF THE ACTIVITY FOR WHICH I HAVE APPLIED, AND I AM AWARE THAT THESE ACTIVITIES SUBJECT ME TO PHYSICAL RISKS AND DANGERS. NEVERTHELESS, I VOLUNTARILY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY OR DEATH, AND TO RELEASE, DISCHARGE, AND HOLD HARMLESS ALL OF THE ENTITIES OR PERSONS MENTIONED ABOVE WHO, THROUGH NEGLIGENCE OR CARELESSNESS, MIGHT OTHERWISE BE LIABLE TO ME, OR MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE OR ASSIGNS.

It is understood and agreed that this waiver, release, and assumption of risk is to be binding on my HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE and ASSIGNS and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I have carefully READ this Agreement and fully UNDERSTAND its content

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Organization Name**