Fort Wayne
Home & Garden Show

Limited Liability and Hold Harmless
Return this Form Immediately to FWS

1. Exhibitor acts as sublicensee under FWS's license from the Allen County War Memorial Coliseum (herein after called Coliseum) and the Exhibitor hereby waives, releases, relinquishes, discharges and agreesto indemnify, protect and hold harmless Fort Wayne Shows, Inc. herein after referred to as FWS, end its officers, employees or agents, of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss (through theft or otherwise) of or damage to, caused by, growing out of, or happening in connection with the use and enjoyment by the Exhibitor or by any other person with the permission (express or implied) of FWS to property of the Exhibitor

2. Furthermore, the Exhibitor is responsible for any and all demands on account of any injury or death. or damage to property (including, but not limited to, the Coliseum) occurring in or upon any portion of said Coliseum leased or used by Exhibitor, which are caused by the acts or omissions of Exhibitor or its respective employees, representatives, servants, agents, licensees, invitees, patrons, quests or contractors. Exhibitor shall defend, indemnify and hold harmless FWS, its officers, employees and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgements and liabilities of every kind and description (including court costs and reasonable attomey's fees) for injury to and death of persons, and damage to and loss of property which are caused by, aris e from or grow out of Exhibitor's use or occupancy of the premises or from any breach by Exhibitor of any condition this or other contract, or from any act of omission of Exhibitor, its sublessees, or their respective employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors, FWS shall not be liable for injuries to any person, or entity, or for damages to property owned or controlled by the Exhibitor or any other entity when the claims for damages or injuries are incident to, arise from, or are in any way connected with the Exhibitor's use or occupancy of the premises or any portion of the Coliseum, or for any act or omission of Exhibitor, its sublessees, their respective employees, representatives, servants, agents. invitees, patrons, guests, licensees or contractors. However, this contract shall not provide any right for any person, firm, corporation or association who is not a party to this agreement.

3. Waiver of Liability and Waiver of Subrogation: FWS shall not be responsible for any damage or injury that may happen to the Exhibitor or to the Exhibitor's agents, servants, employees or property for any cause whatever, except the sole negligence of FWS, its servants or employees, during the period covered by this agreement, and the said Exhibitor hereby expressly releases FWS from and agrees to indemnify FWS against any and all claims for any such loss, damage or injury. FWS and Exhibitor agree to waive the right of Subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property, and Exhibitor agrees that each sublease shall requireof the sublessee a similar waiver of right to subrogation under their insurance contracts, unless the contract with the sublessee so povides.

4. Notwithstanding the foregoing, nothing herein shall release or indemnify FWS from or for any injury, damage or loss caused by the willful or wanton misconduct of any officer, employee or agent taken pursuant to any official policy of FWS and nothing herein shall bar any action against any officer, employee or agent of FWS on account of the willful or wanton misconduct of that officer, employee or agent taken not pursuant to the official policy of FWS. Nor shall anything herein release or indemnify FWS from or for any injury, damage or loss caused by or resulting from the sole negligence of FWS, its officers, employees or agents.

5. Copyright and Trademark Indemnification: Exhibitor warrants and represnts that no music, literacy or artistic work or other property protected by copyright, nor the name of any perfoming individual or group protected by trademark, will be performed, reproduced or used in the performance of this Agreement unless the Exhibitor has previously thereto has obtained written permission and/or license from the copyright or trademark holder. Exhibitor acknowledges he acts under this Agreement as an independent contractor. Exhibitor will indemnify, save and hold harmless FWS and its officers, agents, employees and servants from and against any and all claims, cost and expenses, including legal fees, demands, actions and liabilities of any kind and character whatsoever with respect to copyright and trademark rights, and the performance, reproduction and use of musical, literacy and artistic works or in the name or performing individual or group.

6. Royalties and Claims: Exhibitor agrees to pay when due all royalties. license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents, employees. subtenants or licensees upon or within the premises covered by this Agreement, including but not limited to, royalties or licensing fees to BMI, ASCAP or SESAC. Exhibitor agrees to hold harmless FWS, its agents and employees against any and all such claims and changes, and to defend, at its own expense, any and all such claims and charges. Exhibitor shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

7. Without limitation of the foregoing, Exhibitor shall also indemnify and hold harmless FWS from all claims, demands, costs or expenses made against or incurred by FWS arising our of injury to third parties suffered by the Exhibitor's failure to vacate the Coliseum or the facilities or to relinquish at the end of the show period any property or equipment owned or leased by FWS or the convention facility that was used by the Exhibitor during the time of this Agreement.

8. Should any sections or clauses of the Exhibit Space Application and license Agreement be deemed unenforceable, illegal, indefinite or invalid all remaining sections and clauses shall remain enforceable and valid.

I have read and understand the above andam authorized tosign this form in behalf of my company.

E:xhibitor/ Firm Name:_____ Exhibit#_____

Address:_____City: _____ St:_ Zip:_____

Your Name:(Printed),_____

Your Signature:_____

RETURN THIS FORM TODAY AS FWS CAN NOT RENDER ANY SERVICE TO YOUR COMPANY WITHOUT A SIGNED COPY OF THIS FORM ON FILE.

Mail or Fax this form to:

Fort Wayne Shows, P. 0. Box 44, Monrovia, IN 46157

*** FAX (888) 441-3148**