

# Clallam County Home & Lifestyle Show

## All Exhibitors MUST Read & SIGN

### **Indemnity, Hold Harmless & Release Agreement**

*THIS AGREEMENT is made by the undersigned \_\_\_\_\_, hereinafter referred to as 'EXHIBITOR', for the purpose of holding harmless and indemnifying KONP Radio from all loss and expense in connection with the undersigned's exhibit at the Clallam County Home & Lifestyle Show.*

WHEREAS, the exhibitor has made application for a display and booth at the Clallam County Home & Lifestyle Show, and

WHEREAS, KONP requires, as an express condition of granting said exhibitor display, that the exhibitor execute the indemnity, hold harmless and release agreement contained herein;

Now therefore, in consideration of KONP agreement to grant said exhibitor display, we, the undersigned, agree and bind ourselves, our heirs, successors and assigns, jointly and severally, to indemnify and hold and save harmless KONP against any demands, claims, loss, costs, damages, expenses and attorney's fees whatever, and any and all liability therefore, sustained or incurred by KONP incident to or arising of the exhibitor's use of the Clallam County Home & Lifestyle Show facilities, and participation in the Clallam County Home & Lifestyle Show referred to above, whether caused by the negligence or fault of the exhibitor or others.

EXHIBITOR further agrees to indemnify and hold and save harmless KONP from any demands, claims, losses, cost, damages, expenses and attorney's fees incurred by reason of making any investigation on account of any such claim, demand or loss, prosecuting or defending any such action brought in connection therewith, obtaining a release there from, or enforcing by litigation or otherwise any of the agreements herein contained.

EXHIBITOR further covenants and agrees to maintain a comprehensive public liability insurance policy against property damage or personal injury protecting and indemnifying exhibitor and KONP for losses arising out of or incidental to exhibitor's use of the Clallam County Home & Lifestyle Show facilities and participation in the Clallam County Home & Lifestyle Show referred to above, and any and all cost, liability or expense resulting there from (including attorney's fees).

UPON REQUEST, EXHIBITOR shall deliver a copy of said policy to KONP, including any rider or loss payable clause necessary in order to insure KONP as set forth herein.

IN FURTHER consideration of KONP entering into said exhibitor display agreement, exhibitor hereby releases and waives any claim, demand, loss, damages or liability it may have against KONP for personal injury, death or property damage arising out of or incidental to exhibitor's use of the Clallam County Home & Lifestyle Show facilities and participation in the Clallam County Home & Lifestyle Show referred to above.

I HAVE READ, AND I UNDERSTAND, ALL CONDITIONS SET FORTH ABOVE, AND I AGREE TO ALL TERMS SO DESCRIBED.

Exhibitor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

