

2021 Crystal Lake Chamber of Commerce Home and Business EXPO

EXPO Participant Assumption of Risk,

Hold Harmless: Waiver of Liability, & Indemnity Agreement

In consideration of _____ [insert name of exhibiting group/organization], including, without limitation, its owners, members, managers, officers, directors, employees, volunteers, agents, and/or guests ("EXPO PARTICIPANT") being allowed to participate in 2021 Crystal Lake Chamber of Commerce Home and Business EXPO on May 22, 2021 (with a rain date of June 5, 2021) ("ACTIVITY"), the undersigned hereby:

1. **ACKNOWLEDGES** the ACTIVITY exposes EXPO PARTICIPANT to risks and hazards, some of which are inherent in the very nature of the event itself, others which result from natural causes, error, and negligence on the part of third parties or the EXPO HOST, and that, as a result of the risks and hazards, EXPO PARTICIPANT may suffer serious personal injury and/or property loss; and
2. **AGREES** that nevertheless EXPO PARTICIPANT freely and voluntarily ASSUMES THE RISKS AND HAZARDS OF THE ACTIVITY; and
3. **RELEASES** The Crystal Lake Chamber of Commerce, including, without limitation, its owners, members, managers, officers, directors, employees, volunteers, and/or agents, and the host, Harlem Irving Companies, Office Max-Office Depot and each of its respective owners, members, managers, officers, directors, employees, volunteers, and/or agents ("EXPO HOST") from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, including claims of personal injuries or property losses, which EXPO PARTICIPANT may suffer arising out of or connected with preparation for, or participation in, the ACTIVITY; and
4. **DEFENDS, INDEMNIFIES AND HOLDS HARMLESS** EXPO HOST from any claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees ("Claims") arising from or relating to EXPO PARTICIPANT'S participation in the Activity, except to the extent that any Claims are solely caused by the gross negligence or deliberate misconduct of EXPO HOST; and
5. **UNDERSTANDS** that by participating in the ACTIVITY, EXPO PARTICIPANT will be forever prevented from suing or otherwise claiming against EXPO HOST for any loss or damage connected with any property loss or personal injury sustained while participating in or preparing for the ACTIVITY; and
6. **AGREES** these terms are binding on EXPO PARTICIPANT'S heirs, legal representatives, agents, personal representatives, trustees, successors, and assigns.

The undersigned has full authority to execute this Agreement on behalf of EXPO PARTICIPANT.

Company Name: _____

Signature of Authorized Person

Date: _____

Printed Name of Authorized Person and Title

NOTE: ALL BOOTH STAFF MUST AGREE AND SIGN ON OPPOSITE SIDE UPON CHECK IN.

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Booth Staff

(Continued from Page 1)

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