

HOLD HARMLESS AGREEMENT FOR STORAGE OF EXHIBITOR EQUIPMENT OR PERSONAL ITEMS

SIGNATURE REQUIRED PRIOR TO CONSIDERING REQUEST

The undersigned, on behalf of _____ (“**Exhibitor**”), hereby requests that Hilton Rosemont/Chicago O’Hare (“**Hotel**”) store personal items and/or equipment belonging to the Exhibitor and/or Exhibitor’s employees, agents or contractors in a designated function room or storage area, on or about the premises of the hotel, whether such room or area is locked or unlocked.

The Undersigned acknowledges by signature below, having been informed that the Hotel and the Releasees (as such term is defined below) do not assume any liability whatsoever for any personal items and/or equipment which the Exhibitor elects to store in the designated function rooms or storage areas of the Hotel. It is further recommended that the Exhibitor employ the services of a private, outside, security agency to provide additional protection for the Undersigned’s property. A list of such security agencies will be provided by Hotel upon request, but the services of a security agency is not guaranteed or a service of the Hotel. The furnishing of security shall not be construed to be any assumption of obligation or duty with respect to the protection of property of the Exhibitor, which shall at all times remain in the sole possession and custody of each Exhibitor and shall be the sole responsibility of each Exhibitor.

Accordingly, and in consideration of the Hotel’s consent to the Exhibitor’s request, the Exhibitor and the Undersigned agree that:

1. The Hotel’s consent to the Exhibitor’s request to store personal items and/or equipment does not in any way waive, modify, or prejudice any of the protections afforded to the Hotel by applicable innkeeper liability statutes:
2. the Exhibitor releases, waives and discharges Hotel, Hotel’s owners, Vinayaka Hospitality, and each of their subsidiaries, affiliated entities, owners, directors, officers, partners, employees, and agents (hereafter referred to collectively as the “Releasees”) from any and all claims, liabilities, damages, losses, or other expenses of any nature whatsoever arising out of or resulting from the storage of any of the Undersigned’s personal items and/or equipment (stolen products, goods, computers, televisions, etc.) in the designated function room or storage area (collectively, “Claims”). This indemnity obligation shall also include reasonable attorneys’ fees, investigation costs, and other costs and expenses incurred by Releasees with respect to any Claims made against Releasees;
3. the Exhibitor agrees to indemnify and hold the Releasees harmless from any Claims released under Paragraph (2) above or incurred by the Releasees in defending against any Claims or liabilities released under Paragraph (2) above; and,
4. the Exhibitor agrees that this Hold Harmless Agreement will be binding on the Exhibitor and its successors and assigns.

It is understood and agreed that this Hold Harmless Agreement shall not be construed as an admission of liability, and that any such admission is hereby expressly denied.

The Undersigned, on behalf of the Exhibitor, further states that the Undersigned has carefully read the foregoing Hold Harmless Agreement, understands the contents thereof, and voluntarily signs the same.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT IS A BINDING CONTRACT TO RELEASE AND WAIVE LEGAL CLAIMS.

The Undersigned expressly agrees and warrants that the undersigned is authorized to sign and execute the Hold Harmless Agreement on behalf of the Group.

Signature: _____

Printed Name: _____

Title: _____

Date: _____