



2020 EXHIBITOR WAIVER

Learn more at <http://midatlantic.apwa.net/>

Signature page and acknowledgement is required for each Exhibitor and Road-E-0 equipment supplier.

INSURANCE:

Exhibitors shall insure their own exhibits, equipment and display materials. Exhibitors shall carry the following requirements (these terms are consistent with the APWA's contract with the Virginia Beach Convention Center, VBCC):

- Workers' Compensation covering employees and providing statutory benefits for the Commonwealth of Virginia, unless all employees are traveling temporarily to the event and are covered in the state where employer is domiciled. For the hiring of temporary employees at the event, coverage must be obtained for the Commonwealth of Virginia
- Workers' Compensation / Employer's Liability insurance for a minimum of \$100,000 each accident / \$500,000 Disease Policy Limit and \$100,000 Disease – each employee
- Commercial General Liability for bodily Injury and Property Damage and must include Blanket Contractual, Personal Injury, Advertising Liability, and Products & Completed Operations for a minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate
- Business Automobile Liability Insurance insuring any owned, non-owned, and hired vehicle to be used in and out of the Hall for at least \$1,000,000 combined single limit
- Umbrella Liability as excess insurance over and above the above reference limits, for minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate

[EXHIBITOR] hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save the VBCC, its owners, its operator, , subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the VBCC and its employees and agents.

[EXHIBITOR] shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual Liability set forth in this agreement, in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage.

The VBCC, its owners, and its operator shall be included in such policies as additional named insureds. In addition, [EXHIBITOR] acknowledges that neither the VBCC, its owners, nor its operator maintain insurance covering exhibitor's property and that it is the sole responsibility of [EXHIBITOR] to obtain business interruption and property damage insurance insuring any losses.

Certificates of insurance should be submitted to APWA no later than April 24, 2020 to:
apwa@associationbuilders.com



EXCLUSIONS: No explosives, fuel, combustibles, hazardous materials or wastes, decorative materials not fireproof or flameproof, or any other materials or substances deemed hazardous by any applicable governmental authority of the VBCC’s insurer, may be brought into the VBCC.

ASSUMPTION OF RISK, LIABILITY WAIVER AND RELEASE AND INDEMNITY: In consideration of being allowed to participate in the American Public Works Association Mid-Atlantic Chapter 2020 WRX Conference (APWAMACC) , including any related events, tours and activities (collectively the “APWAMACC ”), I acknowledge that I am voluntarily undertaking participation in the APWAMACC and by doing so I agree to observe and obey all posted rules, regulations and warnings; assume all risk and take full responsibility for my own wellbeing. I am fully aware that possible property damage, physical injury, illness or death may occur as a result of my participation in these events and activities. I forever release the APWA, its directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releases”) from any and all actions, claims, or demands that I, my family or heirs now have or may have in the future related to my participation in these activities.

Further, I agree to take full legal and financial responsibility for damage to personal property or the facilities utilized during the APWAMACC or injury to another (including death) caused by my own negligent, reckless or willful actions. I understand any legal or equitable claim that may arise from my participation in the APWAMACC shall be resolved under Virginia law. By registering for the APWAMACC, I acknowledge that I have read, understand and agree to these terms and I am entering into this agreement of my own free will.

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| Company Name | |
| Print Name | |
| Title | |
| Signature | |
| Date | |

Exhibit booth assignments: There are 100 available exhibit booths. Assignments will be based on date of submission and industry compatibility.