WAIVER OF RISK AND AGREEMENT TO INDEMNIFY

WHEREAS the PALLISER DISTRICT TEACHERS' CONVENTION ASSOCIATION (the "Lessee") has secured by way of Lease Agreement with the CALGARY TELUS CONVENTION CENTRE (the "Owner") space in the building municipally described as the CALGARY TELUS CONVENTION CENTRE and;

WHEREAS the Lessee has agreed for good and valuable consideration to sublease space within the Convention Premises to the

(Third Party Exhibitor-the "Sublessee") according to the terms and conditions set forth in the attached sublease agreement (the "Sublease"):

In consideration of the mutual covenants set forth in the Sublease and herein contained, the parties agree as follows:

Disclaimer

1. Under no circumstances shall *(either the Owner or)* the Lessee be liable for any injury, loss, risk or damage suffered by the Sublessee arising out of or in any way related to the Sublessee's presence upon, use or occupation of the Convention Premises, howsoever caused including by reason of any act, omission or negligence on the part of the Lessee, its employees, servants, agents, officers, officials, members or representatives.

Waiver and Agreement to Indemnify

2. The Sublessee accepts responsibility for all property displayed, authorized to be displayed or brought on to the Convention Premises by the Sublessee. All liability for loss or damage of any kind whatsoever and howsoever arising in respect of such property shall be at the sole risk of the Sublessee and the Sublessee hereby waives and releases the Lessee, *(the Owner, and their respective)* and its employees, servants, agents, officers, officials, members or representatives from any and all manner of action, cause(s) of actions, claims, demands, costs or expenses of any kind in relation to such property howsoever caused even if by reason of an act, omission or the negligence of the Lessee *(the Owner or their respective)* its employees, servants, agents, officers, officials, members or representatives.

3. The Sublessee agrees to indemnify and save harmless the Lessee *(the Owner and their respective)* and its employees, servants, agents, officers, officials, members or representatives from and against any and all losses, claims, actions and judgments brought against them or against the Sublessee by reason of any act or omission of the Sublessee or its employees, servants, agents, officers, officials, members or representatives arising as a result of or in any way connected with the Sublessee's presence upon, use or occupation of the Convention Premises.

4. The furnishing of any assistance or service on the part of the Lessee *(and/or the Owner)* or its *(their respective)* employees, servants, agents, officers, officials, members or representatives shall not be construed as an assumption of responsibility, obligation or duty in respect of the property of the Sublessee, which at all times shall remain the sole risk of the Sublessee; nor shall it operate to absolve the Sublessee from any responsibility or liability for loss or damage occasioned, arising out of, or in any way related to the Sublessee's presence, or the use of the Sublessee's property, on the Convention Premises.

5. The Sublessee agrees to comply with applicable privacy legislation in relation to any personal information supplied to the Sublessee by the Lessee.

The Sublessee has read the terms of this Agreement and accepts same. It is further acknowledged by the Sublessee that the terms of this Agreement shall be binding upon its successors and assigns.

I have read this waiver and agree to the terms must be checked in on the online registration form.

Cancelation Policy - *Exhibitors who cancel prior to November 30th of a given year shall receive a full refund minus a $50.00 booking fee. Exhibitors who cancel between December 1st - 31st, will receive a refund of 50 % of the fee and GST.* ***Exhibit space cancelled after December 31st, will result in the forfeit of all fees.***

At this time, we are planning for an in-person event. Therefore we are selling Exhibits space as usual. Should AHS direct us go to a Virtual Convention, we will be canceling all booths and issuing a full refund. We will not be doing a virtual Exhibits space.