



Texas Industrial Vocational Association
316 West Twelfth Street, Suite 301
Austin, TX 78701
Ph 512/478-0761
Fax 512/478-6519
www.tiva.org

**Professional Development Conference
For Trade and Industrial Education**

Dear Exhibitor,

Your Contract for Exhibit Space states that all exhibitors must provide the Conference with a certificate of insurance evidencing that during the Term Exhibitor will have in full force and effect a comprehensive general liability insurance policy also containing contractual liability insurance and covering claims of bodily injury, death and property liability arising out of Exhibitor's operations, assumed liability or use of Space and Center, with a combined single limit of at least \$1,000,000.00. Exhibitor's insurance must provide that it is primary coverage for all risks.

If the Exhibitor is unable to obtain this coverage, the Exhibitor must sign and return the "WAIVER AND RELEASE" included in the Exhibitor's Brochure. By signing this waiver, the Exhibitor assumes all responsibility and releases the Conference from all claims arising from the Exhibitor's participation in the Event. The Conference highly recommends that Exhibitors make every effort to obtain the general liability insurance.

Please send immediately either a certificate or the signed waiver to: TIVA, 316 West 12th Street, Suite 301, Austin, TX 78701, or fax 512/478-6519. Or email to jennifer@tiva.org.

On your insurance certificate please be certain that the company name under which you are exhibiting is specifically stated. This will assist us in the event that your insurance is carried under the name of a parent company.

We want to assure your participation in the Professional Development Conference, so please send in your certificate or waiver to reach our office by July 1st.

**Trade and Industrial Education
Professional Development Conference**

Waiver and Release

THIS WAIVER AND RELEASE is made by _____ ("Exhibitor") in favor of the Trade and Industrial Education Professional Development Conference ("the Conference").

Intent

(1) THIS WAIVER AND RELEASE MUST BE PROVIDED TO THE CONFERENCE BY AN EXHIBITOR WHO, AFTER MAKING REASONABLE ATTEMPTS, IS NOT ABLE TO PROVIDE THE CONFERENCE WITH A CERTIFICATE OF INSURANCE AS DESCRIBED IN THE EXHIBITORS TERMS AND CONDITIONS OF CONTRACT ("Contract") AND THE PROFESSIONAL DEVELOPMENT CONFERENCE DISPLAY RULES.

(2) AS SIGNATORY TO THIS WAIVER AND RELEASE, EXHIBITOR ASSUMES ALL RESPONSIBILITY FOR AND RELEASES THE CONFERENCE FROM ALL CLAIMS AS DESCRIBED BELOW ARISING FROM THE EXHIBITOR'S PARTICIPATION IN THE PROFESSIONAL DEVELOPMENT CONFERENCE DURING THE TERM OF THE CONTRACT.

Preambles

(1) The Texas Industrial Vocational Association ("TIVA") is the sponsor, organizer and manager of a trade show and exposition of trade and industrial education commonly referred to as the Trade and Industrial Education Professional Development Conference to be held from July 11, 2010 to July 13, 2010 in the Omni Houston Hotel by the Galleria in Houston, Texas (the "Event").

(2) The Conference has entered into a Contract with Exhibitor whereby Exhibitor will lease space from the Conference for a booth at the Event. The term of the Contract is from July 11, 2010 through and including July 13, 2010.

(3) All capitalized terms not otherwise defined herein shall have the meaning given those terms in the Contract.

Conditions

(1) **Waiver and Release:** The Exhibitor assumes all responsibility for and all risk of any damage or injury whether to property or person, including death, that may occur to the Exhibitor, its employees, agents, licensees, or invitees at or in connection with the Event. The Exhibitor further releases the Conference and its officers, directors, employees and agents from all claims, demands, rights or causes of actions, present or future, known, anticipated or unanticipated, resulting from or arising out of or incident to the Exhibitor's use of any facilities at the Omni Houston by the Galleria in Houston, Texas, or as result of or incident to the Event.

(2) **Miscellaneous:** This Waiver and Release is in addition to and not by way of limitation of any term, covenant, condition or indemnification in the Contract. Exhibitor understands and acknowledges that Exhibitor may be waiving important legal rights by its execution of this form and Exhibitor acknowledges that it has had an opportunity to review this form with counsel of its choice. The person executing this Waiver and Release on behalf of the Exhibitor hereby confirms that he or she is authorized to do so.

IN WITNESS THEREOF, Exhibitor, by its duly authorized representative, has executed this form.

WITNESS:

AUTHORIZED REPRESENTATIVE:

Name/signature: _____

Company: _____

Title: _____

Date: _____