



Insurance Coverage & Waiver of Subrogation

Deadline: November 14, 2011

In further consideration of the agreement between ADSC on the one hand, and the below-named Exhibitor (hereinafter, "Exhibitor"), on the other hand, to allow Exhibitor to participate in the ADSC 2012 Expo, Exhibitor agrees and covenants as follows:

Workers' Compensation Insurance. Exhibitor agrees to secure and maintain Workers' Compensation Insurance covering Exhibitor's employees at the ADSC 2012 Expo. Exhibitor shall provide a Certificate of Insurance Coverage for such Workers' Compensation Insurance or other evidence of such insurance before the event and as may be reasonably requested by ADSC. In the event that any employee of Exhibitor sustains an injury during any phase of the ADSC 2012 Expo, Exhibitor shall file a claim with Exhibitor's Workers' Compensation Insurance Carrier.

Limitation of Liability and Indemnity. Exhibitor, on behalf of itself and its officers, directors, employees, representatives, invitees, assigns and successors (collectively hereinafter, "Exhibitor"), agrees to and shall indemnify, defend and hold harmless ADSC 2012 Expo and their respective officers, directors, employees, agents, assigns and successors (collectively, the "Indemnified Parties"), from any and all claims arising from or relating to Exhibitor's use of the premises and from any activity, work, or things which may be permitted or suffered by Exhibitor in relation to the ADSC 2012 Expo, and Exhibitor shall further indemnify, defend and hold the indemnified parties harmless from and against any and all claims (including, without limitation, for death or injury to person or persons or property damage) of third parties or otherwise arising from the actions and/or omissions of Exhibitor, and from any and all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, excluding where such claim, cause of action, damage, injury or death is caused by the gross negligence or wilful misconduct of the indemnified parties.

Exhibitor Insurance. Exhibitor shall obtain and keep in force during the term of the ADSC 2012 Expo a policy of comprehensive commercial liability insurance insuring Exhibitor, ADSC and JW Marriott San Antonio Hill Country Resort & Spa against any liability arising out of Exhibitor's use, occupancy, or maintenance of the ADSC 2012 Expo premises. Such insurance shall be in an amount of not less than \$1,000,000.00 for personal injury to or death of one person in any one accident. Such insurance shall further insure Exhibitor, ADSC and JW Marriott San Antonio Hill Country Resort & Spa against liability for property damage of at least \$1,000,000.00. Proof of such coverage, by means of a Certificate of Insurance and/or Certificate of Additional Insured must be provided to ADSC and JW Marriott San Antonio Hill Country Resort & Spa no later than November 14, 2011 and must show the name of the carrier and the Exhibitor involved. Without limiting the foregoing, Exhibitor shall be liable for any damage caused to building floors, walls, columns, standard booth equipment, or to property of other exhibitors. Exhibitor may not mark, tack, make holes, apply paint, lacquer, adhesives or other coating to building columns and floors or to standard booth equipment.

Signed: _____ Title: _____

Date: _____

Authorized Representative for Company: _____