

DELTA AGRICULTURAL SOCIETY

110 Mill Creek Drive

P. O. Box 220

Delta, Ontario

K0E 1G0



INDEMNIFICATION AND HOLD HARMLESS

The Exhibitor shall use and occupy its said exhibit space in a careful, safe, lawful and proper manner and shall so conduct its activities as not to endanger any property or any person therein and with the sole exception of claims arising entirely by reason of an Act of God, shall indemnify and save harmless the Delta Agricultural Society against any and all claims and costs of the Delta Agricultural Society or of other persons arising in any way out of the performance of this Agreement by the exhibitor or that of the exhibitor's occupation of the said exhibit space unless caused by the negligence of the Society.

The Exhibitor hereby releases the Delta Agricultural Society from any and all liability to any person (including the exhibitor and third parties) for any loss, damage, or injury to any person or property incurred in or upon the said exhibit space unless caused by the negligent act of the Delta Agricultural Society.

Unless caused by the negligence or deliberate act or omission of the Delta Agricultural Society, the Delta Agricultural Society shall not be liable for any damage caused by any person or to any property. Without limiting the generality of the foregoing, "damage" shall include personal injury and death; "person" shall include the exhibitor, agents, employees, contractors, independent contractors, guests, patrons and any other person in the building or on the grounds.

Notwithstanding any eventuality, including the cancellation of the show, and under no circumstances shall the Delta Agricultural Society be liable to the exhibitor or any other person as herein defined for loss of business or loss of profit.

Under no circumstances shall the Delta Agricultural Society be liable to the exhibitor or any person herein defined for theft, and subject to the above noted, breakage, damage by steam, water, wind, rain, snow or ice damage resulting from electricity, wiring, heating, ventilating, air conditioning, freon, ice making gases, elevating devices, stairs, seating or from any of the electrical or mechanical equipment or any structural element of the buildings.

Under no circumstances shall the Delta Agricultural Society be responsible for any damage caused directly or indirectly by another tenant, by the exhibitors or by another person as defined.

The Exhibitor acknowledges that it has inspected the premises and that it is in satisfactory condition. Any defect, wrongful act, disturbance, dangerous circumstances shall be brought to the attention of the Delta Agricultural Society prior to the event and in any event, immediately.

The Delta Agricultural Society shall not be liable for any loss or damage sustained by the exhibitor resulting directly or indirectly from the entrance and exit gates to the grounds being closed for any reason or cause at any time during the time of this Agreement and event, nor shall the Delta Agricultural Society be liable for the loss of injury to any property, goods or effects of the exhibitor due to any cause whatsoever.

The Delta Agricultural Society will not be liable for the fulfillment of this Agreement as to the delivery of the licensed exhibit space if non-delivery is due to fire, lightning, wind storm, flood, earth quake, explosion, act of public enemy, authority of law or any cause beyond the control of the Delta Agricultural Society.

Dated at Delta on this _____ day of July, 20____.

Name of Exhibitor (PRINTED)

Signature of Exhibitor