



NOTIFICATION OF INTENT TO USE NON-REGISTERED STAFF OR AGENTS OF EXHIBITING ORGANIZATION FOR BOOTH SET-UP/DISMANTLE

DUE DATE: APRIL 21, 2023

A registered exhibiting organization (“Exhibitor”) may use a staff representative or agent **of the organization** to assist with set up and dismantling of the booth (“Participant”); however, if that Participant is not a registered IPW delegate, the Exhibitor key contact (“Exhibitor Key Contact”) must provide advance notice of that Participant’s contact information to U.S. Travel Association for pre-approval by using this form.

ACCESS WILL BE LIMITED TO EXHIBITOR MOVE-IN/MOVE-OUT TIMES ONLY. Please indicate the date and time(s) this person is pre-approved to setup/dismantle. The Participant only has access to the hall during the times indicated below and must exit the hall during show hours.

_____ Saturday, May 20, 8:00 a.m.–5:00 p.m.

_____ Sunday, May 21, 8:00 a.m.–5:00 p.m.

_____ Monday, May 22, 7:30–8:30 a.m.

_____ Tuesday, May 23, 7:30–8:30 a.m.

_____ Wednesday, May 24, 7:30–8:30 a.m.

_____ Monday, May 22, 5:15–6:15 p.m.

_____ Tuesday, May 23, 5:15–6:15 p.m.

_____ Wednesday, May 24, 5:00–6:30 p.m.

BOOTH INFORMATION

Organization Name (Booth Name)

Booth Number(s)

KEY CONTACT INFORMATION

Key Contact Name

Key Contact Email

NON-REGISTERED STAFF / AGENT OF EXHIBITING ORGANIZATION

Non-registered Representative’s Name

Representative’s Email

**Liability agreement and communicable disease waiver appear on pages 2 and 3.
Signatures are required.**



ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, PLEASE CONTACT AN ATTORNEY.

PURPOSE

I, _____, ("Participant") at the request of _____ ("Exhibitor Key Contact"), shall assist in Exhibitor's booth production and preparation at the U.S. Travel Association's IPW 2023, located at the Henry B. González Convention Center, 900 E. Market Street, San Antonio, Texas 78205 ("IPW 2023"), on _____ (date) from ____ a.m./p.m. to ____ a.m./p.m. I understand that my admittance to IPW 2023 is strictly limited to this stated purpose for the time frame stated above.

1. ACCEPTANCE OF RISK

I acknowledge that the booth production and preparation involves some level of risk. I agree to accept any and all risks of injury, illness, or death.

2. RELEASE

In exchange for being permitted to participate in the booth production and preparation activities described in the above stated Purpose, I agree that I, my heirs, personal representatives, and assigns, will not make a claim against U.S. Travel Association or its directors, officers, agents, employees, volunteers, suppliers, contractors, subcontractors, or attorneys (the "Released Parties") for injuries, illnesses or damages resulting from the negligent or intentional acts or omissions of the Released Parties. I release the Released Parties from all actions, claims, or demands that I, my heirs, personal representatives, or assigns now have or may have in the future for injuries, damages or death resulting from my admittance and participation at the IPW 2023.

3. INDEMNITY

I agree to indemnify and hold harmless the Released Parties from any and all loss, liability, claims, damages, costs and expenses (including attorneys' fees) resulting from or relating to, in whole or in part, my admittance to IPW 2023.

4. COMPREHENSION AND APPRECIATION

I have carefully read this Assumption of Risk and Release of Liability Agreement and I fully understand its contents. I am aware that this is a legal contract between U.S. Travel Association and myself and that it affects my legal rights. I also understand that by releasing U.S. Travel Association from liability, I am giving up certain rights that I would otherwise retain. I acknowledge that I have had the opportunity to review this document and to seek legal advice if I have any questions.

5. INTENT OF AGREEMENT

I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of Texas and that this Agreement shall be governed by and interpreted in accordance with the laws of Texas.

6. ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between U.S. Travel Association and me. This agreement may not be changed, waived, discharged, or terminated unless agreed to in writing by U.S. Travel Association and me.

7. SEVERABILITY

I agree that in the event that any clause, sentence, or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the validity of that clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

Participant Signature: _____

Exhibitor Key Contact Name (Print): _____

Exhibitor Key Contact Signature: _____

Date: _____

**PLEASE RETURN YOUR COMPLETED FORM BY APRIL 21, 2023, TO
CAYLIE COOK AT IPWEAC@USTRAVEL.ORG**

U.S. TRAVEL ASSOCIATION
Waiver and Release of Liability for Communicable Disease

The U.S. Travel Association (“U.S. Travel”) has taken preventative measures to reduce the spread of communicable disease including but not limited to COVID-19 (“Communicable Disease”) at ___IPW 2023___ (the “Event”). However, U.S. Travel cannot guarantee that you will not be exposed to or contract a Communicable Disease at the Event. Further, due to the nature of the facilities, services and programs offered at this Event, attending the Event could increase your risk of contracting a Communicable Disease.

I understand the risk that I may be exposed to or infected by a Communicable Disease by attending the Event and that such exposure or infection may result in quarantine requirements, serious illness, permanent disability and/or death. I further understand that the risk of becoming exposed to or infected by a Communicable Disease at the Event may result from the actions, omissions or negligence of myself and others, including, but not limited to, U.S. Travel, its officers, employees, contractors, agents, representatives, sponsors, other participants, and any owners and lessors of premises used to conduct the Event (“Releasees”). I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, and assume full responsibility for my participation in the Event and agree not to sue U.S. Travel for any claims released by me herein.

In consideration of being allowed to participate in the Event, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, acknowledge and agree as follows:

- A. I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS the Releasees, with respect to any and all liabilities, claims, penalties, suits, demands, judgments, costs, interests and expenses (including attorneys’ fees and costs) arising from or relating to the illness, disability or death of myself (or any person who may contract a Communicable Disease, directly or indirectly, from me), to the fullest extent permitted by law.

- B. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS OR NEGLIGENCE OF THE RELEASEES, WHETHER AN INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE EVENT.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Print Name

Date

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