



## INDEMNIFICATION, RELEASE AND LIVE ANIMAL DISCLAIMER (the “Disclaimer”)

### **DESCRIPTION OF ANIMAL(S):**

*Please insert description of animal(s), age, breed, or other pertinent information)*

**EVENT NAME:**

**DATES ON WHICH ANIMAL(S) WILL BE AT THE EVENT:**

**BOOTH AND LOCATION INFORMATION:**

In exchange for the right to bring live animals to the McCormick Place® convention center in connection with the Event, the undersigned, as the owner/handler/person (the “Handler”) responsible for the care, custody and containment (if applicable) of the above-mentioned animal(s), understands and agrees that it is using/exhibiting/ displaying the animal(s) at the Event “at its own risk” and agrees to indemnify, defend and hold the METROPOLITAN PIER AND EXPOSITION AUTHORITY (the “MPEA”), OVG 360,  [INSERT NAME OF EVENT LICENSEE] (the “Event Licensee”), and each of their respective board members, officers, agents and employees (the “Indemnified Parties”) harmless from and against any and all claims, liens, demands, actions, suits, liabilities, losses, judgments, damages, injuries (and whether such damages or injuries are to persons or property), costs or expenses (including reasonable attorneys’ fees or costs) (collectively the “Claims”) arising out of, or in connection with, any incidents, accidents or other occurrences involving the animal(s) or the use, participation, exhibition or display of such animal(s) at the Event.

The Indemnified Parties each hereby disclaim any and all liability or other obligations, including, but not limited to, any obligation to feed, train, manage, control or otherwise oversee or care for the animal(s) in any way, and the undersigned hereby releases the Indemnified Parties from any and all Claims relating to such incidents, accidents or other occurrences involving the animal(s) or the use, participation, exhibition or display thereof at the Event. The Handler’s duty to indemnify shall apply to an Indemnified Party except to the extent such Claims result from the sole negligence, gross negligence, or willful misconduct of that Indemnified Party, but said duty to indemnify shall continue as to other Indemnified Parties who are not found liable for gross negligence or willful misconduct. Except as may be otherwise provided by applicable law, the Indemnified Parties right of indemnification shall not be impaired or reduced or diminished by any

act, omission, misconduct, negligence, or default of any Indemnified Party or of any employee or agent for any Indemnified Party who may have contributed thereto. To the extent any law may prohibit any application of all or any party of the indemnity obligations in this Disclaimer, it is the intent of the parties that any such prohibited provisions are severable, and the indemnity obligations in this Disclaimer shall be construed to impose the indemnity obligation in all circumstances, applications, and situations to the fullest extent permitted by law. Handler waives as to the Indemnified Parties any immunities, defenses, or limitations it may have, including specifically and without limitation, any cap or limit on its maximum exposure for its liability to third parties arising out of injuries to an employee of the Handler.

**IN WITNESS WHEREOF**, the undersigned has executed this Indemnification, Release and Live Animal Disclaimer as of the date set forth below.

**Company:**

**Name:**

**Title:**

**Signature**

**Date of Signature:**