



# PITTCON<sup>®</sup> 2019

## CONFERENCE & EXPO

### WAIVER AND RELEASE

THIS WAIVER AND RELEASE is made by \_\_\_\_\_  
(Exhibiting Company Name)

in favor of THE PITTSBURGH CONFERENCE ON ANALYTICAL CHEMISTRY AND APPLIED SPECTROSCOPY, a Pennsylvania non-profit corporation ("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 BOOTH SPACE AGREEMENT ("BSA") AND THE Pittcon<sup>®</sup> 2019 DISPLAY RULES AND REGULATIONS.**
- (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 PITTCON 2019 DURING THE TERM OF THE BSA.**

#### PREAMBLES

- (1) The Conference is the sponsor, organizer and manager of a trade show and exposition of chemical and scientific equipment commonly referred to as Pittcon<sup>®</sup> 2019 to be held from March 17 – March 21, 2019 (Exposition Dates: March 19 - March 21, 2019) at The Pennsylvania Convention Center (the "Event").
- (2) The Conference has entered into a BSA with Exhibitor whereby Exhibitor will lease space from the Conference for a booth at the Event. The term of the BSA is from March 14 and including March 23, 2019.
- (3) All capitalized terms not otherwise defined herein shall have the meaning given those terms in the BSA.

#### 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 Pennsylvania Convention Center 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 BSA. 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:

\_\_\_\_\_  
(this can be someone within your company)

\_\_\_\_\_  
Name:

COMPLETE, SIGN AND UPLOAD TO THE  
EXHIBITOR DASHBOARD or Email TO:

Company:

Diane Kenna - Kenna@pittcon.org

Title:

Date: