

# Appendix C: Waiver

## Waiver of Liability and Hold Harmless Agreement by Lender

In consideration for receiving permission to participate in the SC18 Conference, I (the Lender/Owner hereunder) hereby release, waive, discharge and hold harmless The Institute of Electrical and Electronics Engineers Incorporated, ("IEEE") and the Association for Computing Machinery Inc. ("Sponsors"), collectively and each individually, its and their directors, officers, agents, employees, or volunteers from and any and all liability, claims, demands, actions, causes of actions, loss of use and loss of profits whatsoever arising out of or related to any loss, damage or injury to any property in the form of equipment, property related to said equipment, belonging to Lender/Owner while in transit to or from the Kay Bailey Hutchison Convention Center Dallas ("KBHCCD"), or in any place or places not connected with the SC18 exhibition.

Lender/Owner acknowledges that the Sponsors will be responsible for insurance of the equipment described in the Attachment 1 to this waiver from the date of arrival to the KBHCCD until the conclusion of the SC18 Conference on **Saturday, November 17, 2018 ("Move Out Date")**. Attached is a complete list of all equipment being loaned to the Sponsors including insurance values to be used for insurance purposes.

Lender/Owner warrants that shipment of any forms of equipment, and property related, is packaged to protect enclosed goods and to ensure safe transportation with care in handling, and that each package is appropriately labeled and in good order for shipper.

Lender/Owner acknowledges that it is the sole responsibility of the Lender/Owner to secure and maintain any and all applicable insurance as relates to the any and all physical damage, loss of use or loss of profits and any and all liability arising out of the shipping of equipment in relation to the SC18 Conference. Applicable insurance is to cover any and all equipment. Failure to secure the applicable insurance is the sole responsibility of the Lender/Owner and not the responsibility of The Institute of Electrical and Electronics Engineers Incorporated, ("IEEE") and the Association for Computing Machinery Inc. ("Sponsors") its and their directors, officers, agents, employees, or volunteers.

IN NO EVENT SHALL THE SPONSORS BE LIABLE TO THE LENDOR/OWNER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, OR THE SERVICES PERFORMED THEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

I, \_\_\_\_\_, certify that I am the owner of the equipment and that I have full authority to exercise the authority of ownership for the equipment referred to herein.

### **Agreed to and Accepted:**

Lender/Owner Signature \_\_\_\_\_

Lender/Owner Name Printed \_\_\_\_\_

Lender/Owner Company \_\_\_\_\_

Lender/Owner Email \_\_\_\_\_

Lender/Owner Phone \_\_\_\_\_

Date \_\_\_\_\_

Lender Owner Equipment Summary \_\_\_\_\_

Insurance or Replacement Value in USD \_\_\_\_\_

### **Confirmation:**

SC18 Representative Signature & Date \_\_\_\_\_

<sup>1</sup> Attach full bill of materials to this waiver.