

ROCKY MOUNTAIN BICYCLE FESTIVAL

MAY 19 & 20, 2012, SUPERIOR MORGUL IN SUPERIOR, CO

EXHIBITOR INFORMATION

COMPANY NAME

CONTACT PERSON

EMAIL

COMPANY ADDRESS

PHONE

FAX

WEBSITE

LINES TO BE SHOWN

WILL YOU BE SELLING AT THE FESTIVAL?

YES

NO

BOOTH SPACE REQUEST

BOOTH SPACE INFORMATION: An individual booth space measures 10x10 feet. Sandbags or other weighting required for canopy tents.

STANDARD RATES: Each regular 10x10 booth is \$350 for May 19 ONLY, \$375 for May 20 ONLY, and \$550 for May 19 & 20;

NON-PROFIT RATES: Each regular 10x10 booth is \$75 for May 19 ONLY;

BOOTH OPTIONS: Exhibitor Insurance through Henry Ham Agency \$60, Sandbags \$30, Tent rental \$150

SPACES REQUESTED

BOOTH OPTIONS

TOTAL AMOUNT DUE

SPECIAL REQUESTS

We will make every reasonable effort to grant special requests for spaces, however, special requests are not guaranteed to be met by the Festival management and do not constitute in any way a contractual requirement on behalf of RMBFestival or Miles Ahead Events.

No refunds will be given for canceled or 'no-show' spaces. RMBFestival is a rain or shine event, be prepared for weather possibilities.

PRESS INFORMATION

COMPANY PRESS CONTACT

EMAIL

PHONE

ADDITIONAL INFORMATION

SHOW PROMOTION: RMBFestival shall have rights to use of company name, supplied photos (send to carol.johnson@milesaheadevents.com), and any additional supplied information for the exclusive purpose of promoting RMBFestival and/or your brand as it relates to the Festival. By submitting photos of your products, you grant RMBFestival full right to include those photos or any portion thereof in RMBFestival promotional and/or Festival merchandising materials free of charge.

ALL EXHIBITORS MUST PROVIDE PROOF OF LIABILITY INSURANCE, AND EXHIBITORS WISHING TO SELL PRODUCTS AT THE RMBFESTIVAL MUST PROVIDE PROOF OF SPECIAL EVENT SALES TAX LICENSE AND CREDIT THE SALES TAX TO THE CITY OF SUPERIOR

THE FINE PRINT: Submission of this form constitutes an expressed agreement to all terms stated herein. The date of submission for the purpose of determining the cost of a booth space shall be the latest date that this form is postmarked and received at RMBFestival offices with full payment and a signed waiver. In the event of a dispute regarding the date or completeness of a submission, RMBFestival and Miles Ahead Events, Co. shall be the final and exclusive authority. Should RMBFestival or any agent or affiliated body of the Festival be unable to perform its obligations under this Agreement because of acts of God, war, public enemies, seizure under legal process, strike, lockouts or riots or any other reason beyond its reasonable control (each a "Force Majeure"), RMBFestival and said party shall not be liable in any way for such failure for as long as such Force Majeure persists. Applicant hereby agrees to indemnify, defend and hold harmless RMBFestival and Miles Ahead Events, Co., its officers and employees from and against any and all claims, losses, demands, costs or liabilities, including reasonable attorney's fees, resulting from or in connection with third party claims arising from such party's breach of this Agreement. Such indemnification shall survive the termination of this Agreement. Unless otherwise agreed to in writing by RMBFestival and Miles Ahead Events, Co., no refunds shall be given for any reason. All participating exhibitors must take residence of their booth space no later than 6am on Saturday, May 19 and 7am on Sunday May, 20. No consideration or compensation of any kind shall be made by RMBFestival or Miles Ahead Events, Co. for no-shows. RMBFestival and Miles Ahead Events, Co. have the exclusive right to refuse inclusion of any company for any reason. All exhibitors must provide proof of liability insurance with a minimum coverage of \$1,000,000 per occurrence and list Miles Ahead Events, Co. as additional insured.

MAIL TO: Miles Ahead Events, Attn: Carol Johnson, 2515 Kalmia Ave., Boulder, Colorado 80304

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MAY 19 & 20, 2012, SUPERIOR MORGUL IN SUPERIOR, CO

WAIVER OF LIABILITY

COMPANY NAME

COMPANY ADDRESS

PHONE

FAX

WEBSITE

IN CASE OF EMERGENCY

RELEASE. In consideration of my application and permitting me to participate in the Rocky Mountain Bicycle Festival® ("RMBFestival"), I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assign as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event, the Rocky Mountain Bicycle Festival and Miles Ahead Events, Co., Without Limits Productions, LLC, The City of Superior, any company associated with the Festival as a sponsor or participant, and any and all of their affiliates, officers, members, partners, owners, agents, employees, representatives, successors and assigns (collectively Releasees); (B) Indemnify and Hold Harmless the entities for myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (collectively Successors) I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO INDEMNIFY AND NOT TO SUE the releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held (the foregoing are also collectively deemed to be releasees) FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEE'S OWN NEGLIGENCE which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of my participation in or association with, the event or travel to or return from the event.

WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

INDEMNIFY AND DEFEND. The undersigned agrees to INDEMNIFY AND DEFEND the Rocky Mountain Bicycle Festival and Miles Ahead Events, Co., Without Limits Productions, LLC, The City of Superior, any company associated with the Festival as a sponsor or participant, and any and all of their affiliates, officers, members, partners, owners, agents, employees, representatives, successors and assigns (hereinafter jointly referred to as "indemnity") against and hold the harmless from any and all claims, causes of action, damages, judgements, cost or expenses, including attorney fees which in any way arises from the activity or this agreement and which include but are not limited to damages to or destruction of any property of the indemnity or any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnity, the undersigned or anyone else.

INSURANCE. The undersigned agrees to carry and pay for sufficient insurance to cover any property on display or housed at the RMBFestival event location as well as any damage, injury, or liability that may occur as a result of the undersigned's participation in RMBFestival, including but not limited to show management, vendors, or attendees.

PAY. The undersigned agrees to pay for any and all damages to any property of indemnity caused by the undersigned either negligently, willfully or otherwise.

LEGAL FEES. In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and costs.

ACKNOWLEDGEMENT. The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

No waiver of any breach of this Agreement shall be a waiver of any other or subsequent breach.

THIS WAIVER AND RELEASE OF LIABILITY SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

1. NAME

SIGNATURE

2. NAME

SIGNATURE

3. NAME

SIGNATURE

4. NAME

SIGNATURE

5. NAME

SIGNATURE

WAIVER MUST BE SIGNED BY ALL INDIVIDUALS REPRESENTING YOUR COMPANY AT RMBFestival