

South Carolina Morticians Association, Inc.
95th Annual Convention
TERMS OF EXHIBITOR AGREEMENT
RELEASE AND INDEMNITY AGREEMENT

In consideration of the rights granted or to be granted to the undersigned to exhibit at the South Carolina Morticians Associations, Inc's 95th Annual Convention, the receipt and sufficiency of which is hereby acknowledged, the undersigned exhibitor hereby agrees and shall protect, indemnify, defend and save SCMA harmless from and against all liabilities, losses, damages, costs, expenses (including without limitation reasonable attorney fees and expenses) causes of actions, suits, claims, demands or judgments of any nature or when so ever arising from (A) injury or death of any person, or damage to or loss of property, or any other thing occurring in connection with the services provided by the exhibitor, and (B) any violation of this agreement by the exhibitor, and (C) any negligence of misconduct of the undersigned exhibitor, its agents, employees, servants, heirs, subcontractor, administrators and assigns.

The exhibitor/vendor (hereinafter referred to as Exhibitor) shall defend, indemnify] and hold harmless the South Carolina Morticians Association, Inc. (Hereinafter referred to as the Host), its agents and its employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the display and operations of the Exhibitor. The Exhibitor shall further more hold harmless the SCMA Host from all claims, personal injury, disability, loss of consortium, damages, losses, or expenses arising out of or resulting from display or operations at the Ninety-Fifth Annual Convention provided that such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, death, or to injury or destruction to tangible property, including the loss resulting there from, and (2) is caused to or is claimed to have been caused, in whole or in part, by any product sold by the Exhibitor, its agents, employees or subcontractors regardless of whether or not such damage, loss or expense is caused or is claimed to have been caused in part by a party indemnified hereunder.

In any and all claims against the SCMA Host, its agents, or employees by an employee, agent, servant, heirs, administrators, assigns, subcontractor or anyone directly or indirectly employed by the Exhibitor, or anyone for whose acts they may be liable this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee Exhibitor or any subcontractor under workers compensation acts.

This Release and Indemnity Agreement is binding on the undersigned exhibitor, its agents, employees, servants, heirs, subcontractor, administrators and assigns.

I have read the terms of this agreement and my affixed signature signifies my acceptance of all terms specified in this document.

Exhibitor Representative's Signature

Exhibitor Representative's Name (Print)

Company Name _____ **Date:** _____

Company Email Address _____

Method of Payment (Check one of the following): () Check () Money Order () Cashier's Check

Please mail to:
Sam W. Halls
SCMA, Inc.
440 Venning Street
Mt. Pleasant, SC 29464