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Service World Expo 2021
 September 22-23, 2021
 Kentucky International Convention Center
 Louisville, KY

1. GENERAL

YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE

The terms and conditions set forth below become a part of the Contract between THE EXPO GROUP, LLC and You, the EXHIBITOR. EXHIBITOR is deemed to have accepted these terms and conditions when any of the following conditions are met:

- THE MATERIAL HANDLING SERVICE AGREEMENT IS SIGNED;
- EXHIBITOR'S MATERIALS ARE DELIVERED TO TEG'S WAREHOUSE OR TO A SHOW OR EXPOSITION-SITE FOR WHICH TEG IS THE OFFICIAL SHOW CONTRACTOR
- AN ORDER FOR LABOR, SERVICES AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH TEG THROUGH ANY ORDER AND COMMUNICATION CHANNEL, OR
- WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOR SECURED THROUGH TEG

1.1 DEFINITIONS. For purposes of the Contract, "TEG" means The Expo Group, LLC, d.b.a. The Expo Group, and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited, to any subcontractors TEG may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractor ("EAC"). **Show or Event:** an organized marketplace within a venue where EXHIBITORS participant. **Show or Event Site:** The venue or place where an exposition or event takes place; **Cold Storage:** Holding of Goods in a climate controlled area; **Accessible Storage:** Holding of Goods in an area from which Goods may be removed during events; **Services:** Warehousing, transportation, drayage, un-supervised labor, supervised labor and/or related services; **Supervised Labor:** Union labor that is provided to a EXHIBITOR to install or dismantle a booth or exhibit space, and is supervised and/or directed by TEG; **Un-Supervised Labor:** Union labor that is provided to a EXHIBITOR to install or dismantle a booth or exhibit space and pursuant to EXHIBITOR's election is not supervised and/or directed by TEG. EXHIBITOR assumes the responsibility and any liability arising therefrom, for the work of union labor when EXHIBITOR elects to use un-supervised labor.

1.2 SCOPE. These Terms and Conditions shall be binding upon EXHIBITOR, TEG, and their respective Agents and representatives, including but not limited to Exhibitor contracted labor, THIRD PARTY, EAC's or Installation and Dismantle Companies, and any other party with an interest in the Goods. Each shall have the benefit of and be bound by all provisions stated herein, including but not limited to time limits and limitations of liability.

EXHIBITOR permits all contact information provided to TEG to be used by TEG and shared with other entities assisting in the production of the event in question. Email communications may include show information, promotional materials, advertising statements and other commercial notices. Permission may be revoked by the EXHIBITOR in writing. **EXHIBITOR hereby authorizes TEG as its Exhibitor Appointed Contractor to process and pay for those services on behalf of the EXHIBITOR as a third party.**

1.3 PAYMENT TERMS

1.3.a. Full Payments, including any applicable tax and fee, are due in advance or at show site prior to delivery of services or equipment to EXHIBITOR unless other credit arrangements have been made. All payments shall be in U.S. secured funds and all checks must be drawn on a U.S. Bank; MasterCard, VISA, American Express, credit cards, debit cards, ACH, Wire Transfer, provided there is sufficient customer credit in EXHIBITOR's form of payment to completely satisfy the amount owed by EXHIBITOR to TEG. If EXHIBITOR is exempt from payment of sales tax, TEG requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless EXHIBITOR is rebilling these charges to its customers. For International EXHIBITORS, TEG requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of TEG except where specifically identified as a sale. In the case of bills submitted to parties other than the EXHIBITOR (i.e., Third Parties), such arrangements in no way release EXHIBITOR from any and all terms and conditions outlined herein.

1.3.b. THIRD PARTIES: EXHIBITOR is ultimately responsible for all charges incurred on its behalf. In the event that a THIRD PARTY agent orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice prior to the last scheduled show day, charges will revert back to the EXHIBITOR. All invoices are due and payable upon receipt, by either party.

1.3.c. TEG Reserves the right to adjust the price charged for any item in the event of a sudden and unexpected price increase. By way of example without limiting the foregoing, in the event fuel prices escalate in a rapid manner, the price of any individual item may be adjusted to reflect the impact of higher fuel prices. Additionally, TEG reserves the right to pass through to Exhibitor any incremental charges or fees levied by the facility, suppliers or other third parties.

1.3.d. Undersigned authorizer acknowledges and agrees that all applicable charges for services rendered to the EXHIBITOR will be applied to the credit card authorized on the account in the event other form of payment is not tendered prior to the close of the trade show. In no instance shall any Exhibitor be extended credit beyond 30 days after the close of the Show. If there are any outstanding balances owed by EXHIBITOR to TEG which have not been paid after 30 days following the close of the Show, then these unpaid balances shall bear interest at the rate of 1-1/2% per month (18% per annum), and future orders will be on a prepaid basis only. EXHIBITOR should be advised that routine audits of Exhibitor booths for service usage are conducted during the Event. Should the result of such an audit indicate that equipment or services is in fact being used that has not been paid for, the Exhibitor will be charged for the equipment or service at the applicable rate.

1.3.e. CANCELLATION: Unless otherwise noted on the specific service order form, Exhibitors who cancel up to ten (10) days prior to Exhibitor Move-in will NOT be assessed any cancellation fees. Cancellations received less than 10 days prior to Exhibitor Move-in or at show site, will incur a fee equal to 100% of the order amount unless otherwise noted on the specific service order form. If the Show or Event is canceled because of reasons beyond TEG'S control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. In either case, Shipments received at the Advance Warehouse will be assessed a charge of 50% of the applicable published Warehouse rate. TEG will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR'S responsibility to advise the TEG Service Representative of problems with any orders, and to review the EXHIBITOR'S account summary for accuracy prior to the last scheduled day of the Show or Event.

1.3.f. CREDIT CARD: TEG is pleased to accept orders for services, with payment being made by a credit card. By paying for these services in advance, and adhering to the deadline date, you have taken advantage of the discount offered. If a payment is subsequently made by check with the intention of reversing the initial credit card payment CREDIT CARD REFUND PROCESSING CHARGE will be assessed for each subsequent transaction following the initial transaction. The fee to reverse the credit card payment and replace it with a check or an alternate credit card is 3% of the amount owed. Said CREDIT CARD PROCESSING CHARGE is applicable in the event of voluntary withdrawal and/or cancellation of service as outlined as outlined in conditions above.

1.3.g. REFUNDS: EXHIBITOR may opt to transfer order credits and payments at full value towards any service solution from The Expo Group on any future Event despite the Event or General Service Contractor in lieu of refund. Request for refund due to withdrawal is subject to Administrative and Credit Card Refund Processing charges. Any refund will be processed as part of TEG's show close process, within 21 days of the last show date. Prior to any refunds being paid to EXHIBITORS, these cancellation and/or postponement charges will be determined in good faith by TEG and withheld from any amounts previously paid by EXHIBITOR to TEG in proportion to receipts from all exhibitors with the excess being refunded. EXHIBITOR shall receive a full and complete refund of any overpayments following final show close audit. In the event of EXHIBITOR withdrawal or the Exposition or Event is cancelled or postponed, TEG reserves the right to charge for services rendered in preparation of the Event or Exposition, including all non-refundable Administrative Processing costs incurred by TEG, and applicable CREDIT CARD REFUND PROCESSING CHARGES.

1.3.g.i. Request for refund by different method than original payment must be submitted in writing by EXHIBITOR. Electronic request will only be considered when sent from an email address within the exhibiting company's domain and on company letterhead. The request must specifically address the reason for requesting the refund by check and full details for where the check is to be mailed.

1.3.g.ii. TEG will remit refunds to EXHIBITOR at the name and address on file. EXHIBITOR will receive a refund for any extra overpayment above and beyond the amount which EXHIBITOR owes to TEG. Also provided for the EXHIBITOR with the final refund shall be a final accounting showing the services or equipment ordered. EXHIBITOR reserves the right to access final accounting showing all services or equipment ordered on their behalf.

1.3.h. Any discrepancy in items ordered and items received or any complaint or question concerning services, etc., must be reported to the TEG Service Center at the show immediately upon noting same. Problems will be resolved and/or any valid adjustments in EXHIBITOR'S account will be made at that time and approved by the TEG Project Manager, Sales or Director in charge. No credits shall be extended for any individual service (including material handling and labor services) in excess of 15% of the billings for that service. Credits and adjustments will not be made based on information received after the Show.



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1.3.i. TEG reserves the right to discontinue one or all services or equipment delivery to EXHIBITOR for non-payment of one or more outstanding bills should such bill not be paid before the close of the first day of the Show. Payment for any one or more of the services rendered does not in any way release EXHIBITOR from payment of the other remaining services upon presentation of an invoice. Should it become necessary after all discrepancies are resolved to employ a collection agency, then EXHIBITOR agrees that all reasonable and customary collection fees shall be borne by EXHIBITOR.

1.4. **CHOICE OF LAW & VENUE.** Any dispute between TEG and EXHIBITOR shall be governed by the laws of the State of Texas (without regard to Texas' conflicts of laws principles). Venue of any action between TEG and EXHIBITOR shall lie exclusively in the state or federal courts located in Dallas County, Texas and TEG and EXHIBITOR agree that all reasonable attorney's fees shall be borne by the prevailing party.

1.5. **FORCE MAJEURE.** TEG's performance hereunder is subject to, and TEG shall not be responsible for loss, delay, or damage due to, strike, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond TEG's reasonable control, nor for ordinary wear and tear in the handling of Exhibitor's materials.

1.6. LIMITATION OF LIABILITY & INDEMNITY

IN NO EVENT SHALL TEG BE LIABLE TO THE EXHIBITOR OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES OCCUR EITHER PRIOR OR SUBSEQUENT TO, OR ARE ALLEGED AS A RESULT OF, TORTIOUS CONDUCT, FAILURE OF THE EQUIPMENT OR SERVICES OF TEG OR BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT LIABILITY AND NEGLIGENCE, EVEN IF TEG HAS BEEN ADVISED OR HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOST PROFITS, LOSS OF USE, AND INTERRUPTION OF BUSINESS OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSSES.

TEG'S LIABILITY SHALL BE LIMITED TO ANY LOSS OR DAMAGE WHICH RESULTS SOLELY FROM TEG'S NEGLIGENCE IN THE ACTUAL PHYSICAL HANDLING OF EXHIBITOR'S MATERIALS AND NOT FROM ANY OTHER TYPE OF LOSS OR DAMAGE. TEG'S MAXIMUM LIABILITY FOR ANY CAUSE SHALL BE LIMITED TO \$0.50 PER POUND PER ARTICLE WITH A MAXIMUM LIABILITY OF \$100.00 PER ITEM OR \$1,500.00 PER SHIPMENT, WHICHEVER IS LESS. TEG SHALL NOT BE RESPONSIBLE FOR LOSS, THEFT, OR DISAPPEARANCE OF MATERIALS BEFORE THEY ARE PICKED UP FROM EXHIBITOR'S BOOTH OR FOR RELOADING AFTER THE SHOW. BILLS-OF-LADING COVERING OUTGOING SHIPMENTS, WHICH ARE FURNISHED TO TEG BY EXHIBITOR, WILL BE CHECKED AT THE TIME OF ACTUAL PICKUP FROM THE BOOTH AND CORRECTIONS MADE WHERE DISCREPANCIES OCCUR.

ANY CLAIMS FOR LOSS, INJURY OR DAMAGE MUST BE SUBMITTED TO TEG WITHIN THIRTY (30) DAYS OF THE CLOSE OF THE SHOW IN WHICH THE LOSS, INJURY OR DAMAGE OCCURRED, OR SUCH CLAIMS SHALL BE WAIVED. NO SUIT OR ACTION FOR THE RECOVERY OF ANY CLAIMS ARISING OUT OF OR RELATED TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE SHALL BE BROUGHT AGAINST TEG MORE THAN ONE YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION. ANY INCIDENT OCCURRING AT SHOW SITE MUST BE BROUGHT TO THE ATTENTION OF TEG BEFORE THE CLOSE OF THE SHOW AND AN INCIDENT REPORT FILLED OUT, SHOULD EXHIBITOR FAIL TO FILL OUT AN INCIDENT REPORT AS REQUIRED, EXHIBITOR WAIVES ANY CLAIMS FOR DAMAGE, INJURY, OR LOSS.

1.7. **INDEMNIFICATION.** Exhibitor agrees to indemnify and forever hold harmless TEG from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) arising out of or contributed to by Exhibitor's negligent supervision of any labor secured through TEG; Exhibitor's negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of Exhibitor's employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show or event to which this Contract relates, including but not limited to Exhibitor's violation of Federal, State, County or Local ordinance and/or Exhibitor's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

1.8. **Insurance:** It is understood that TEG is not an insurer. Insurance should be obtained by the EXHIBITOR. It is highly recommended that exhibitors arrange All Risk coverage which usually can be done by endorsements to existing policies. EXHIBITOR's materials should be insured from the time they leave their firm until they are returned after the close of the show. Insurance and liability against theft or property damage to equipment or exhibit material owned or rented by EXHIBITOR, or bodily injury occurring within the confines of EXHIBITOR's booth, remain the sole and complete responsibility of EXHIBITOR. Except where prohibited by law, the EXHIBITOR and its insurers waive all rights of recovery or subrogation against TEG and their respective directors, officers, employees, and agents.

1.9. **UN-SUPERVISED LABOR.** EXHIBITOR shall be responsible for the performance and actions of all labor provided under this option. It is the responsibility of EXHIBITOR to supervise labor secured through TEG in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with TEG rules and/or Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labor, and to return to the Service Desk to release labor when the work is completed.

2. MATERIAL HANDLING

YOU ARE ENTERING A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE. Acceptance of said terms and conditions will be construed when any of the following conditions are met: This Material Handling Agreement (MHA) is signed; Exhibitor's materials are delivered to The Expo Group's warehouse or to an event site for which The Expo Group is the Official Show Contractor; or an order for labor and/or rental equipment is placed by Exhibitor or their appointed agent with The Expo Group. Please be aware that disposal of exhibit properties is not included as part of your Material Handling charges. Please contact The Expo Group for your quoted rates and rules applicable to disposal of your exhibit properties.

2.1 **TEG as AGENT for EXHIBITOR.** EXHIBITOR recognizes that TEG provides services as EXHIBITOR's agent and not as bailee or shipper. If any employee or subcontractor of TEG shall sign a delivery receipt, bill-of-lading, or other document, EXHIBITOR agrees that these signatories will do so as EXHIBITOR's agent, and EXHIBITOR accepts the responsibility thereof. TEG or its subcontractors are authorized to note the quantities or condition of items on the EXHIBITOR's bill-of-lading when the actual count or condition of such items do not conform to the amount or amounts recorded by EXHIBITOR. Correct weights with Weight Certificate must be provided, otherwise TEG's or its subcontractor's estimate will prevail in the event of any weight discrepancy.

TEG has Right of Preference into and out of the show site building to prevent delays and provide an orderly operation for the show.

2.2. **ADVANCE WAREHOUSING/TEMPORARY STORAGE:** TEG assumes no liability or responsibility for loss or damage to Goods delivered to the Advance Warehouse or other similar temporary storage facilities.

2.3. **PACKAGING/CRATES AND STORAGE:** TEG shall not be responsible for damage to loose or uncrated materials, pad wrapped or shrink-wrapped materials, glass breakage, concealed damage including but not limited to glass, electronic equipment, prototypes, original art; carpets in bags or poly, or improperly packed or labeled materials. TEG shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. TEG does not accept any crates or packaging containing hazardous materials. Goods requiring cold storage and those in accessible storage are stored at Exhibitor's own risk. **TEG ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OR DAMAGE TO GOODS IN COLD STORAGE OR ACCESSIBLE STORAGE.** Storage charge is for the use of storage space and is not a form of insurance or guarantee of security.

2.4. **EMPTY STORAGE:** Empty container labels will be available at the show site service center. Affixing appropriate empty container labels is the sole responsibility of the Exhibitor or his representative's. All pre-existing labels must be removed. TEG assumes no responsibility for error in the above procedures; removal of containers with old empty labels and without The Expo Group's labels; or improper information on empty labels. **TEG ASSUMES NO LIABILITY FOR LOSS OR DAMAGE TO GOODS OR CRATES, OR THE CONTENTS THEREIN, WHILE THE SAME ARE IN EMPTY CONTAINER STORAGE.**



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2.5. INBOUND/OUTBOUND SHIPMENTS/UNATTENDED GOODS: There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of Exhibitor, or a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and during such times, Exhibitor materials will be left unattended. **TEG assumes no liability for loss or damage to unattended Goods received at Show Site at any time from the point of receipt of inbound Goods until the loading of the outbound Goods, including the entire term of the respective show or exhibition.** EXHIBITOR is responsible for insuring its own Goods for any and all risk of loss. TEG recommends the hiring of security services from Facility or Show Management. **Acceptance of Bills-of-Lading by The Expo Group freight desk does not represent acceptance of counts on the bill. All outgoing freight must be counted by designated carrier at the loading dock. The Carrier is responsible for notifying TEG of any discrepancies.** All MHA's submitted to TEG by Exhibitor will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to TEG and the actual count of such items in the booth at the time of pickup. TEG is not responsible for any wait time or other charges including business center charges arising from delivery or pickup of Exhibitor's materials.

2.6. DELIVERY TO THE CARRIER FOR RELOADING: TEG assumes no responsibility for loss, damage, theft, or disappearance of Exhibitor's materials after same have been delivered to Exhibitor's appointed carrier, shipper, or agent for transportation after the conclusion of the show. TEG loads the materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. **TEG ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS THAT ARISES OUT OF IMPROPERLY LOADED OR LABELED MATERIALS.**

2.7. DESIGNATED CARRIERS: To expedite removal of exhibitor materials TEG shall have the authority to change the Exhibitor designated carrier if that carrier does not pick up the shipment(s) at the appointed time. Where no disposition is made by Exhibitor, materials may be taken to a warehouse to await Exhibitor's shipping instructions and Exhibitor agrees to be responsible for charges relating to such rerouting and handling. **IN NO EVENT SHALL TEG BE RESPONSIBLE FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION.**

2.8. CLAIM(S) FOR LOSS: Exhibitor agrees that any and all claims for loss or damage must be submitted to TEG immediately at the show site and in any case not later than thirty (30) business days after the date when Exhibitor's materials are delivered to the carrier for transportation from show site or from TEG's warehouse. All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against TEG more than one (1) year after the date of loss or damage occurred.

2.8.a. PAYMENT FOR SERVICES MAY NOT BE WITHHELD: Any claim and or dispute regarding material handling services will be adjudicated on its own merits and shall not impact payment for any other services due. In the event of any dispute between the Exhibitor and TEG relative to any loss, damage, or claim, Exhibitor shall not be entitled to and shall not withhold payment due TEG for its services as an offset against the amount of any alleged loss or damage.

2.9. DECLARED VALUE: Declarations of Declared Value are between the Exhibitor and the selected Carrier only and are in no way an extension of TEG's maximum liability stated herein. TEG will use commercially reasonable efforts to transmit the Declared Value instructions to the selected Carrier; however, **TEG WILL NOT BE LIABLE FOR ANY CLAIM ARISING FROM THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT, DECLARED VALUE INSTRUCTIONS TO THE CARRIER NOR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER TERM OF CARRIAGE.**

2.10. LIEN: Exhibitor grants TEG a security interest in and a lien on all of Exhibitor's materials that is from time to time in the possession of TEG and all the proceeds thereof, including without limitation insurance proceeds (the "Collateral"), to secure the prompt and full payment and performance of all Exhibitor's indebtedness for monies paid, by TEG on its behalf, services performed, materials and/or labor from time to time provided by TEG to or for the benefit of Exhibitor ("Obligations"). TEG shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as may be amended from time to time ("UCC"), and any notice that TEG is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. TEG may hold and not deliver any of the Collateral to Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied.

2.11. WAIVER AND RELEASE: Exhibitor, as a material part of the consideration to TEG for material handling services, waives and releases all claims against TEG with respect to all matters for which TEG has disclaimed liability pursuant to the provisions of this Contract.

2.12. DRIVER LIABILITY WAIVER: IN CONSIDERATION OF TEG PERMITTING ENTRANCE TO THE PREMISES, YOU, YOUR EMPLOYER, THE OWNER OF THE TRUCK AND OR EQUIPMENT THAT YOU ARE OPERATING (TRUCKOWNER) AND YOU AS AGENT OF YOUR EMPLOYER AND THE TRUCKOWNER, HEREBY ASSUME ALL RISK OF INJURY OR HARM TO YOURSELF AND OTHERS AND DAMAGE TO YOUR PROPERTY AND PROPERTY BELONGING TO YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES. YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZE THE HAZARDS AND ARE AWARE OF ALL THE RULES FOR SAFE OPERATION. YOUR EMPLOYER, THE TRUCKOWNER, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS TEG, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSIGNS, AFFILIATED COMPANIES AND RELATED ENTITIES, AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, AND DAMAGES OF ANY KIND WHATSOEVER.