

FLORAL SITE SUPPLIER WAIVER
MELBOURNE INTERNATIONAL FLOWER & GARDEN SHOW 2024

This is to certify that I, the prospective exhibitor, in consideration of the opportunity to participate in Melbourne International Flower and Garden Show 2024 (“**Event**”), acknowledge and agree to the following:

1. I acknowledge that my attendance at, and/or participation in, the Event and/or related activities is without assumption of responsibility or risk of any kind by International Management Group of America Pty Ltd (“**IMG**”), and IMG does not make any warranties of any kind with respect to such activities. I assume the risk of all conditions, dangerous or otherwise, arising from such activities, and waive any and all specific notice of the existence of such conditions.
2. I will be responsible for the conduct of my guests, agents, contractors and employees (“**Personnel**”) whilst at the Event venue (“**Venue**”). I will, and I will procure that my Personnel will, observe and comply with the reasonable directions of IMG and Event officials, and the rules, policies and procedures relating to the Event as set out in the Exhibitor Manual. A copy of the Exhibitor Manual will be provided to me by IMG prior to the commencement of the Event.
3. I acknowledge that any fee(s) payable for the space at the Event provided by IMG to me (“**Space**”) have been waived by IMG. The waiver of the fee(s) for the Space is under strict commercial confidence. Further, I acknowledge that I will be responsible for all costs and expenses regarding the delivery of the Space.
4. I will ensure that the Space is maintained in a clean and safe condition and always in compliance with all relevant laws and otherwise in compliance with the rules, policies and procedures set out in the Exhibitor Manual. I will indemnify IMG from any claim arising in connection with my, or my Personnel’s, use and occupation of the Space unless such claim arises as a result of the negligence of IMG.
5. I acknowledge that I will be responsible for property that I bring into the Venue.
6. If required, I agree to take out and maintain appropriate insurance(s) for the Space, property that I bring into the Venue and/or my Personnel.
7. I, (on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns) agree to:
 - a. WAIVE, RELEASE AND DISCHARGE from any and all liability for death, disability, personal injury, property damage, property theft and all other risks, claims, losses, expenses or actions of any kind whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in the Event, the following persons and entities: IMG, Event organisers, emergency aid or medical personnel, sponsors, licensors, vendors, suppliers, contractors, advertisers, volunteers, Venue owners, licensees or occupiers, public entities providing support for the Event; and each of their respective parents, subsidiaries and affiliated and/or associated companies, officers, directors, partners, shareholders, members, managers, representatives, agents, contractors, and employees (collectively, “**Releasees**”); and
 - b. INDEMNIFY AND HOLD HARMLESS the Releasees from any and all liabilities, claims or actions (including negligence) whatever or however caused arising as a result of or in connection with, directly or indirectly, my participation in the Event, including any claim by my Personnel.
8. I authorise IMG and third parties engaged on behalf of IMG to capture and record images and footage of my participation in the Event. I grant all rights and title in my participation in the Event to IMG and irrevocably grant and allow IMG and any person or entity on behalf of IMG, the perpetual right to use any images or footage of my participation in the Event in any media or manner (whether now known or created in the future).

I have carefully read this waiver form and understood its contents and acknowledge this by completing the application submission.