

## **Homearama**

### **Liability Waiver and Hold Harmless Agreement**

In consideration of being allowed to participate in Homearama, \_\_\_\_\_, (hereinafter "Contractor") hereby release the Building Industry Association of Greater Louisville (hereinafter the "BIA"), its officers, agents, sponsors, employees, and members from all liability for all claims for injury or damage of any kind arising out of Homearama. This waiver includes, but is not limited to, claims alleging or arising out of the negligence of BIA, its officers, agents, sponsors, employees, and members. Contractor hereby agrees to indemnify and hold harmless the BIA and its officers, agents, sponsors, employees, and members against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, costs of enforcing any right to indemnification under this Agreement, and cost of pursuing any insurance providers, relating to injury or damage of any kind arising out of Homearama. Contractor expressly agrees that this Liability Waiver and Hold Harmless Agreement is intended to be broad and inclusive.

#### **Address of property participating in Homearama:**

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Contractor agrees to use reasonable care to maintain the premises listed above in a reasonably safe condition and warn of any hidden dangers of which they know or, by the exercise of reasonable care, should know.

The BIA shall have full power to interpret and amend its rules and regulations relating to Homearama at any time. Wherever these rules and regulations do not cover a situation, the BIA may make rulings it considers to be in the best interest of the show and all parties agree to abide by the rulings.

This Waiver does not extend to claims for gross negligence, injuries to minor children, or any other liabilities that Kentucky law does not permit to be released by agreement. The validity, illegality, or unenforceability of any provision of this Agreement shall not affect any other provision hereof.

#### **Photography, Video, and Social Media**

By participating in the event, Contractor agrees to waive all rights to any claims for payment or royalties in connection with any exhibition, streaming, televising, or other publication of Homearama materials, regardless of the purpose or sponsoring of such exhibiting, broadcastings, or other publications irrespective of whether a fee for admission or sponsorship is charged. Contractor also waives any right to inspect or approve any photo, video, or audio recording taken by any person or entity designed to do so by BIA.

By participating in Homearama, Contractor consents to interviews, photography, audio recording, video recording and it's/ their release for publication, exhibition, telecast, webcasts or reproduction to be used for news, promotional purposes, inclusion on websites, or any other purpose by BIA and its members and agents. These interviews, photographs, audio recordings, video recordings,

and publications may be reproduced in any print or electronic medium (now existing or hereafter developed). Contractor also understands that because photos will be taken by the public, they can be posted on social media platforms or distributed in a way that BIA, its agents, sponsors, nor its builders have any control.

Contractor understands that BIA, its agents, sponsors, its officers, employees, members, builders, and all persons involved will be using social media and hashtags to promote this event, BIA builders, and home.

Contractor further agrees to release BIA, its officers, employees, members, and all persons involved from any liability connected with the taking, recording, digitizing, or publication of interviews, photographs, computer images, video, and/or sound recordings.

Contractor understands that all photographs taken by the BIA or its agents are not to be used by me for any commercial purposes unless otherwise agreed upon.

At the signing of this contract (initial applicable statement):

\_\_\_\_\_ I affirm that the Homearama home is currently listed for sale.

\_\_\_\_\_ I affirm that the Homearama home is not listed for sale and is currently under contract with a closing date after Homearama concludes.

\_\_\_\_\_ I affirm that the Homearama home was sold on \_\_\_\_\_, and that I have an executed lease agreement allowing the Homearama obligations by Contractor to be fulfilled.

Should any of the statements above change Contractor agrees to notify BIA as soon as possible.

*[Remainder of page intentionally left blank; signature page follows]*

BY SIGNING THIS DOCUMENT, I WARRANT THAT I HAVE READ THIS WAIVER AND AGREEMENT AND UNDERSTAND ITS MEANING. I UNDERSTAND THAT I AM VOLUNTARILY WAIVING LEGAL RIGHTS TO SUE THE BIA FOR ANY AND ALL INJURIES OR DAMAGES OF ANY KIND, INCLUDING ATTORNEY FEES, ARISING OUT OF HOMEARAMA. I have fully been informed of my consent, waiver of liability, and release before entering the event.

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Contractor Full Name

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Contractor Title

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Contractor Signature

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Date