

RISK MANAGEMENT DEPARTMENT

Vendor Name (Please Print)	

Tabling Waiver of Liability, Assumption of Risk, and Indemnity Agreement

<u>Waiver:</u> In consideration for the opportunity to set up a booth or table for the purposes of presenting materials, displays, or information, also known as "tabling," at the below identified event ("Event"), I, we, my organization, my company, myself, my heirs, personal representatives, and assigns (collectively "Vendors"), do hereby release, waive, covenant not to sue, and discharge from liability the Board of Education of the City of Los Angeles, and the Los Angeles Unified School District (LAUSD), its officers, employees, and agents from any and all claims resulting in any injury, accidents, illness, death, or property loss arising from this Event. Vendors also acknowledge and agree that they shall not sell any products, goods, or materials of any kind at Event. Vendors further acknowledge and agree that they shall not sell, provide, or deliver any services of any kind at Event.

<u>Assumption of Risks:</u> Engaging in the above activities/services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents, mistakes, errors or omissions. The specific risks vary from one activity to another, but range from physical injuries such as from slips and falls to property damage or loss to include auto accidents or other unforeseen accidents.

Vendors know, understand, and appreciate these and other risks that are inherent in Event.

Vendors knowingly assume all such risks as a part of the consideration of this activity. Vendors understand that they will not be covered by any of LAUSD's liability insurance coverage, whether self-insurance, commercial, automobile, or workers' compensation coverage.

<u>Indemnification and Hold Harmless:</u> Vendors also agree to INDEMNIFY AND HOLD the Board of Education of the City of Los Angeles and LAUSD HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of participation in this event, activity or services and to reimburse LAUSD for any such expenses incurred by the LAUSD.

<u>Severability:</u> The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

<u>Acknowledgement of Understanding:</u> Vendors have read the Waiver of Liability, Assumption of Risk, and Indemnity Agreement. Vendors fully understand its terms and understand they give up substantial rights, including their right to sue. Vendors acknowledge that they are signing the agreement freely and voluntarily, and intend by signing below to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Event:	
Signature	Date

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