

HOLD HARMLESS

[Company Name]_____ shall indemnify, defend and hold harmless **Rosen Shingle Creek** and its affiliates and subsidiaries, and their respective directors, officers, employees, shareholders, agents and representatives (collectively, the “**INDEMNIFIED PARTIES**” and individually an “**INDEMNIFIED PARTY**”) from and against any and all claims, damages, losses, costs and expenses of any kind, (including reasonable attorney fees and costs incurred by an **INDEMNIFIED PARTY**) arising out of or resulting from the use or occupancy of the Hotel premises by [Company Name]_____, its officers, employees, members, guests, customers, and invitees, including, without limitation, injury to or death of any person, damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of **Rosen Shingle Creek**). [Company Name]_____ shall not be obligated to indemnify **INDEMNIFIED PARTIES** for matters arising from the gross negligence or willful misconduct of an **INDEMNIFIED PARTY**. **INDEMNIFIED PARTIES** will promptly notify [Company Name]_____ of any claim made or suit brought within the scope of this Section.

Due to the sensitivity of the Hotel's Fire Life Safety System, helium balloons are not permitted in the Pre-function areas. Helium balloons that are inside the ballrooms must be deflated and/or removed at the end of the function by the Group. If a balloon is released into the Pre-function areas and/or Ballroom ceiling grid area(s), fees will apply for its removal (\$300 per balloon). Should the Fire Life Safety System be activated, it will result in a \$3,500.00 charge to the Group's Master Account.

COMPANY NAME:
COMPANY REPRESENTATIVE NAME:
TITLE:
DATES OF PROGRAM:

ACCEPTANCE SIGNATURE:

DATE