

LIABILITY AND INDEMNITY AGREEMENT

DIAL PROPERTIES CO.

The undersigned, in accepting the use of any portion of The Mall, Dial Properties Co. for the period from _____, through _____, and for the following promotion: _____
_____.

Agree that:

1. The undersigned shall be responsible for any and all damages to the premises of The Mall, Dial Properties Co. caused by the undersigned, or by any of its individual members or invitees, in the presentation of its display, exhibition or resulting from any activity of the undersigned, its members or invitees relating to its display or exhibition.
2. The undersigned has inspected the conditions of The Mall, Dial Properties Co. The Mall, Dial Properties Co. their successors and assigns, shall not be responsible for and are hereby released by the undersigned, its successors and assigns, from any claim for the loss of, or damage to, the property of the undersigned, which loss or damage takes place on The Mall, Dial Properties Co., or which results from the display or exhibition of the undersigned or any activity connected there with, whether or not said loss or damage is caused by or alleged to be caused by the condition whether negligent or otherwise, on the part of The Mall, Dial Properties Co. or their agents or employees.
3. The undersigned shall keep and hold The Mall, Dial Properties Co. free and harmless from and shall indemnify them against any and all losses, damages, penalties, claims, actions, suits, costs, expenses, including legal expenses, for or in respect or injury, including death or damage of any kind or nature to the person or property of any person, company or corporation, including but not limited to any individual member or invitee of the undersigned organization, arising from or in an way related to the exhibition or display of the undersigned, or any activity related to the undersigned's exhibition or display, whether or not said injury or damage is caused by, or may be alleged to have been cause by any act or omission, whether negligent or otherwise, of The Mall, Dial Properties Co. and their agents or employees.

ATTEST:

Organization Name

Signature

Date

(____)_____
Phone Number