

# 2008 Rocky Mountain Bicycle Show

OCT. 31, NOV. 1ST & 2ND AT THE UMC'S GLENN MILLER BALLROOM

## APPLICATION FOR RMBS INCLUSION

COMPANY NAME

CONTACT PERSON

EMAIL

COMPANY ADDRESS

PHONE

FAX

WEBSITE

LINES TO BE SHOWN

## BOOTH SPACE REQUEST

NUMBER OF SPACES REQUESTED

NUMBER OF ADDITIONAL PASSES

TOTAL AMOUNT DUE

SPECIAL REQUESTS

**BOOTH SPACE INFORMATION:** An individual booth space measures 10 x 10 feet. Each space will come with one table and two chairs for your use, and two show passes will be issued for each booth space purchased. Additional passes will be sold only to employees of a displaying company for individuals working in the booth for \$5 each. Booth spaces are \$300 if paid for before August 1, 2008 and \$375 if paid for after August 1. If a vendor requires more space than a single 10x10 booth, additional spaces will be sold at \$50 off the standard rate. No refunds will be given for canceled or 'no-show' spaces. We will make every reasonable effort to grant special requests for spaces, however, special requests are not guaranteed to be met by the show management and do not constitute in any way a contractual requirement on behalf of RMBS.

## PRESS INFORMATION

COMPANY PRESS CONTACT

EMAIL

PHONE

ADDITIONAL INFORMATION

**SHOW PROMOTION:** RMBS shall have rights to use your company name, any supplied photos (send to [showstaff@rockymountainbicycleshow.com](mailto:showstaff@rockymountainbicycleshow.com)), and any additional supplied information for the exclusive purpose of promoting the RMB Show and/or your brand as it relates to the RMB Show. By submitting photos of your bicycles, you grant RMBS full right to include those photos or any portion thereof in RMBS promotional and/or Show merchandising materials free of charge.

**THE FINE PRINT:** Submission of this form constitutes an expressed agreement to all terms stated herein. The date of submission for the purpose of determining the cost of a booth space shall be the latest date that this form is received at the RMBS offices with full payment and a signed waiver or any portion thereof. In the event of a dispute regarding the date or completeness of a submission, RMBS shall be the final and exclusive authority. Should RMBS or any agent or affiliated body of the Show be unable to perform its obligations under this Agreement because of acts of God, war, public enemies, seizure under legal process, strike, lockouts or riots or any other reason beyond its reasonable control (each a "Force Majeure"), RMBS and said party shall not be liable in any way for such failure for as long as such Force Majeure persists. Applicant hereby agrees to indemnify, defend and hold harmless RMBS, the University of Colorado, and CU Cycling Team, its officers and employees from and against any and all claims, losses, demands, costs or liabilities, including reasonable attorney's fees, resulting from or in connection with third party claims arising from such party's breach of this Agreement. Such indemnification shall survive the termination of this Agreement. Unless otherwise agreed to in writing by RMBS no refunds shall be given for any reason. Applicant agrees to accept credit for fees paid toward exhibition space at a future RMB Show in lieu of a refund for any cancellations made at least 21 days before the Show. Any participating company must take residence of their booth space no later than 2:00 pm October 31, 2008, or they will be considered a no-show. No consideration or compensation of any kind shall be made by RMBS for no-shows. RMBS has the exclusive right to refuse inclusion of any company for any reason.

MAIL TO: RMBS c/o Miles Ahead, Inc., 2515 Kalmia Ave., Boulder, CO 80304

**ROCKY MOUNTAIN BICYCLE SHOW WAIVER OF LIABILITY**

COMPANY NAME

COMPANY ADDRESS

PHONE

FAX

IN CASE OF EMERGENCY

PHONE

RELEASE. In consideration of my application and permitting me to participate in the Rocky Mountain Bicycle Show® ("RMBS"), I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assign as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from this event, the Rocky Mountain Bicycle Show and Miles Ahead Inc., Groupe de Tete, Ltd., the University of Colorado Cycling Team, the State of Colorado, trustees of the University of Colorado, Regents of the University of Colorado, the Associated Students of the University of Colorado and all of their officers, employees and agents (collectively Releasees); (B) Indemnify and Hold Harmless the entities for myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (collectively Successors) I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO INDEMNIFY AND NOT TO SUE the releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held (the foregoing are also collectively deemed to be releasees) FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEE'S OWN NEGLIGENCE which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of my participation in or association with, the event or travel to or return from the event.

WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

INDEMNIFY AND DEFEND. The undersigned agrees to INDEMNIFY AND DEFEND the Rocky Mountain Bicycle Show and Miles Ahead Inc., Groupe de Tete, Ltd., the University of Colorado Cycling Team, the State of Colorado, trustees of the University of Colorado, Regents of the University of Colorado, the Associated Students of the University of Colorado and all of their officers, employees and agents (hereinafter jointly referred to as "indemnity") against and hold the harmless from any and all claims, causes of action, damages, judgements, cost or expenses, including attorney fees which in any way arises from the activity or this agreement and which include but are not limited to damages to or destruction of any property of the indemnity or any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnity, the undersigned or anyone else.

INSURANCE. The undersigned agrees to carry and pay for sufficient insurance to cover any property on display or housed at the RMBS event location as well as any damage, injury, or liability that may occur as a result of the undersigned's participation in RMBS, including but not limited to show management, vendors, or attendees.

PAY. The undersigned agrees to pay for any and all damages to any property of indemnity caused by the undersigned either negligently, willfully or otherwise.

LEGAL FEES. In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and costs.

ACKNOWLEDGEMENT. The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

No waiver of any breach of this Agreement shall be a waiver of any other or subsequent breach.  
THIS WAIVER AND RELEASE OF LIABILITY SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

1. NAME

SIGNATURE

2. NAME

SIGNATURE

3. NAME

SIGNATURE

4. NAME

SIGNATURE

5. NAME

SIGNATURE

6. NAME

SIGNATURE

**WAIVER MUST BE SIGNED BY ALL INDIVIDUALS REPRESENTING YOUR COMPANY AT RMBS**