

**EVENT/CONFERENCE/EXHIBITION
WAIVER, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT**

Exhibitor Name _____
and Address (“**Exhibitor**”): _____

Brief Description of Event (“**Event**”): _____

Date(s) and Time(s) of Event: _____

Seneca Gaming Corporation (“Seneca”) has agreed to permit its Hotel and Casino property and/or related conference and/or exhibition space to be used as the venue for the Event (collectively, the “Venue”). In consideration of Seneca’s willingness to permit Exhibitor to utilize the Venue, and (if applicable) to market or sell products and/or services at the Venue, and for such other good and valuable consideration recognized by the parties, the parties hereto mutually agree as follows:

1. **Compliance.** Exhibitor agrees to comply, and to ensure that all of its employees, invitees, personnel and contractors comply, with all laws applicable to the activities to be carried out at the Venue, including applicable sales tax laws, and laws concerning product safety, as well as Seneca rules applicable to use of the Venue’s exhibition space.
2. **Insurance.** Exhibitor agrees to obtain, maintain and provide evidence of insurance as required by Seneca’s Risk Management Department. Such insurance requirements may include subcontractors (if applicable), as determined by Seneca.
3. **Waiver and Indemnification.** In connection with the Event, Exhibitor assumes full responsibility for, and agrees to indemnify, defend and hold harmless Seneca, its affiliates and their respective directors, officers and employees, from and against any and all claims, damages, suits, and expenses (including, without limitation, reasonable attorney and expert fees) whatsoever in connection with or arising out of its utilization of the Venue, including any actual or alleged personal injury, including death, or damage or destruction to property, or loss of use, by whomever suffered, sustained or alleged to have been sustained by reason of: (a) the activities carried on at the Venue by Exhibitor, including its employees, personnel and contractors; (b) the negligence of Exhibitor, including its personnel and contractors; (c) failure to comply with the terms of this Agreement or the Rules; (d) any product liability, property damage or personal injury claim relating to any products sold or supplied or services performed by Exhibitor or any of its contractors at, or utilized for, the Event; and (e) any claim or demand by the State of New York or any agency of the State requiring Seneca to provide workers’ compensation insurance for any employee, staff or contractor of Exhibitor. Exhibitor understands and acknowledges that Exhibitor and its employees and contractors are not entitled to workers compensation coverage by Seneca or the Casino under any circumstances.
4. **Governing Law.** This Agreement and Exhibitor’s utilization of the Venue shall be governed by the laws of Seneca Nation of Indians.

**SIGNATURE AND
TITLE OF AUTHORIZED REPRESENTATIVE:** _____

DATE: _____