



# 2025 KeHE Summer Show Disclaimer

## INCIDENTALS

A credit card is required at check-in to cover your incidentals and any additional nights. Some hotels may also attach additional surcharges.

## HOTEL CHANGES & CANCELLATIONS

All hotel changes and cancellations must be made in writing by email to [KeHE Housing Support](#) no later than 9:00 a.m. EST, Monday January 6, 2025.

Additional hotel accommodations are based on availability and will be the responsibility of the individual.

## MEDIA RELEASE, CONTACT INFORMATION RELEASE, & LEAD RETRIEVAL

Attendance at and/or participation in KeHE events, meetings, and other activities constitutes an agreement by the attendee allowing KeHE to use and distribute, including through its third party service providers, both now and in the future: (1) the attendee's image or voice in photographs, videotapes, electronic reproductions or audiotapes about those events and activities, (2) the attendee's name, trade names, and product names in KeHE's directory (print, electronic or other media) listing for the event, and (3) the attendee's contact information provided as part of KeHE's lead retrieval programs.

## GUESTS – MISCELLANEOUS

**No one under 21 years of age (including infants and toddlers) will be admitted into the Exhibit Hall regardless of affiliations or circumstances.** If a guest is not a registered attendee of the show, they are not permitted to attend show functions, such as the AFTER SHOW PARTY.

Customer shall be responsible for any expense or cost incurred for damage to the hotel or its property caused by customer or its guests, or for lost or stolen items belonging to



Customer and its guests; customer will indemnify, defend, and hold KeHE harmless for any claims related to the foregoing.

KEHE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE.

### **AFTER SHOW PARTY RELEASE**

Assumption of the Risk: I know, acknowledge, and understand that there are conditions and risks involved in participating in the KeHE Summer Show in Arizona, February 4-5, 2025 (the "Event"), including but not limited to travel to and from the Event in large groups of people, changing weather and snow conditions, differing venues, natural and man-made obstacles and structures, falling, other unforeseeable risks, which conditions and risks, may cause personal injuries to me or others. Waiver and Release: In consideration of my participation in the Event and Summit Events, LLC and KeHE Distributors, LLC's acceptance of my registration to participate, and with full knowledge and understanding of the risks involved in the Event, I agree to forever waive and release any and all claims, hold harmless, defend, and indemnify Summit Events, LLC and KeHE Distributors, LLC, including their affiliated organizations, their respective administrators, officers, directors, agents, employees, volunteers, sponsoring agencies, vendors, advertisers, and owners and lessors of premises used to conduct events, ("Releasees") from any and all claims, losses, demands, expenses, and damages, resulting from personal injury, or death, in connection with or any association with or participation in the Event, and any related travel, and due to any cause whatsoever including negligence of the Releasees, regardless of whether the injury was foreseeable or not.

### **COVID-19; Release, Indemnification, and Insurance**

All persons attending the KeHE Show or any KeHE event or activity, including, but not limited to brokers, retailers, agents, members, attendees, visitors, invitees and guests ("**KeHE Show Attendee(s)**"), acknowledge there is always inherent risk in participating in any activity, and in light of the ongoing spread of the COVID-19 pandemic, there is a heightened degree of personal risk and responsibility. While participating in events held or sponsored by KeHE Distributors, consistent with CDC guidelines, all KeHE Show Attendees are encouraged to practice hand hygiene, "social distancing", and are recommended to wear face coverings to reduce the risks of exposure to COVID-19.



KeHE has put in place COVID-19 protocols in compliance with local laws and regulations, however, KeHE cannot guarantee that KeHE Show Attendees will not become infected with COVID-19.

By attending any face to face/in-person KeHE activities or events, all KeHE Show Attendees acknowledge and certify the following:

- **No one under the age of 21 years will attend or participate in any KeHE activity or event.**
- Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19, and KeHE Show Attendees knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19.
- Each individual KeHE Show Attendee will monitor its own health status and will not attend any face to face/in person KeHE activity or event if symptomatic in any way or if believed to have been exposed to someone with COVID-19. If, during any event or activity, a KeHE Show Attendee experiences any symptoms, such KeHE Show Attendee must discontinue with participation immediately and seek appropriate medical attention.
- KeHE's COVID-19 protocols, including, but not limited to, masking, social distancing, vaccination requirements, and testing, may be updated at any time if local conditions change, and the KeHE Show, or any event or activity, may be shortened, cancelled, delayed, changed, or otherwise altered as KeHE monitors local, state, and federal guidelines.

All property of KeHE Show Attendees is understood to remain under their custody and control in transit to or from or within the confines of the Exhibit Hall. Neither KeHE Distributors, nor Smithbucklin, will be responsible for any injury, loss, or damage that may occur to KeHE Attendees or property from any cause prior to, during or subsequent to the period covered by the KeHE Show. KeHE Show Attendee agrees to indemnify, defend, and hold harmless the Released Parties against any and all claims arising from the KeHE Show Attendee participation in the KeHE Show, events, and activities.

KEHE SHOW ATTENDEES HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST KEHE DISTRIBUTORS, SMITHBUCKLIN, AND THE EXPO GROUP, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "**RELEASED PARTIES**"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS (INCLUDING,



BUT NOT LIMITED TO COVID-19), ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH ITSELF, ITS HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON ITS BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM PARTICIPATION IN ANY KEHE EVENT OR ACTIVITY, INCLUDING ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED.