Food Preparation Waiver & Idemnification Agreement

Hotel Policy

It is the policy of this Hotel to discourage Hotel patrons from (a) purchasing food from sources other than the Hotel, (b) using Hotel facilities to prepare or store food, (c) serving food to Hotel patrons or (d) contracting with a third party caterer to do so. Improper handling of food may lead to food poisoning and other health hazards. However, the Hotel recognizes that for religious or other special reasons a Hotel patron may have, it may be necessary to permit such purchase, preparation or service by either the Hotel patron or a third party caterer. In the event that a Hotel patron insists on the purchase, preparation or serving of food by persons other than Hotel employees, the Hotel may allow such activity or activities only if such patron acknowledges, by its signature below, its agreement to accept responsibility and abide by the terms set forth in this Agreement.

Waiver

The undersigned patron ("Patron") agrees to waive any claim for damages of any nature whatsoever and to release the Hotel, the Hotel owner, the Hotel manager, Marriott International, Inc. and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from any liability or responsibility whatsoever for any ill effect, injury, or loss incurred by Patron or any third party including,but not limited to, all manner of actions, causes of action, suits, debts, damages, claims, demands, costs, losses and expenses of any type or kind whatsoever, arising from, connected with or related to the purchase of food from sources other than the Hotel, the preparation of food by persons other than Hotel employees, or the service of food to Hotel patrons by persons other than Hotel employees.

Indemnification

Patron agrees to indemnify, defend and hold harmless the Hotel, the Hotel owner, the Hotel manager, Marriott International, Inc., and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney's fees, to which any of the above-named parties may be subject, including, but not limited to, any claim for any injury to or the sickness or death of any person or persons, or for damages to property or otherwise, arising from, connected with or related to the purchase of food from sources other than the Hotel, the preparation of food by persons other than Hotel employees, or the service of food to Hotel patrons by persons other than Hotel employees.

Insurance

Patron shall carry comprehensive general liability insurance including products liability and contractual liability for bodily injury or property damage with a combined single limit of not less than $5 million each occurrence. Patron shall provide the Hotel with a certificate of insurance evidencing such coverage and naming the Marriott International, Inc., Marriott Hotel Services, Inc., Gaylord Rockies Resort and Convention Center, Aurora Convention Center Hotel, LLC and Ryman Hospitality Partners as additional insureds prior to using the hotel facilities.

Operation of Kitchen Facilities

The Patron agrees that it, its employees, its agents, and its third party caterer will follow the rules, directions and instructions of the Hotel kitchen staff. If the Hotel determines that any of the foregoing parties is using the kitchen facilities in a dangerous manner it may immediately revoke Patron's privileges to use the kitchen facilities. In the event any of the foregoing parties damages any of the kitchen equipment, Patron agrees to promptly pay for all costs of repair or replacement of the damaged kitchen equipment.

Patron's Acknowledgment

The Patron agrees that it, its employees, its agents, and its third party caterer will follow the rules, directions and instructions of the Hotel kitchen staff. If the Hotel determines that any of the foregoing parties is using the kitchen facilities in a dangerous manner it may immediately revoke Patron's privileges to use the kitchen facilities. In the event any of the foregoing parties damages any of the kitchen equipment, Patron agrees to promptly pay for all costs of repair or replacement of the damaged kitchen equipment.

Name: _____ **Organization:** _____

Title: _____ **Date:** _____