

THIS POLICY IS PART OF AND ATTACHED TO THE EO BETWEEN THE PARTIES and shall be in addition to and not in lieu of any other terms or conditions. Definitions herein are as provided in the T/C's.

The PARTIES AGREE and UNDERSTAND that any EVENT has risk that must be mitigated and covered by USER. Outdoor events especially have risk of loss due to weather and USER is solely responsible for any liability, loss or damage at USER's EVENT, to USER's PARTICIPANTS and to AEG's PSL provided. AEG shall only be responsible to get PSL to the event site (if delivery service is contracted) but not for any impacts of weather on the setup or use of the PROPERTY or equipment rented nor for any requests by USER that do not follow POLICY-SOP requirements. AEG may at USER's request setup equipment on a not fully prepared event site, in a manner contrary to POLICY-SOP or in any way it recommends against, however, in any such instance there shall be no warranty and no insurance coverage whatsoever and USER shall be solely responsible for all rents, costs, loss, damage, liability and/or event failure.

INSURANCE REQUIRED. The USER shall have ALL RISK liability insurance of \$1 million per occurrence for event liability and \$350,000 for loss of event property, equipment, services and labor (PSL), subrogated to AEG. ALL RISK shall mean insurance covering any liability that may occur at USER's EVENT, to USER's PARTICIPANTS or on USER's EVENT SITE, including coverage for any cost, repair or replacement of AEG PSL damaged, lost, stolen or otherwise used without all costs being covered. Such insurance often be obtained through a homeowner or general liability carrier. If not available, USER shall become an additional insured ("ADDINS") on AEG's CGLI and MRSCP by paying the current ADDINS fee. If all risks coverage for PSL is not available, USER shall purchase the CDW WAIVER and be responsible for all deductibles and non-covered amounts. Unless USER is an additional insured, AEG's insurance shall not be available to USER and will not protect USER or its PARTICIPANTS if a liability occurs. In all instances, the USER and/or PARTICIPANT, not AEG, pays all deductibles, excluded claims or costs and the first \$2,500 of any costs remaining. If USER has not purchased the CDW WAIVER, USER shall solely be responsible for replacement or repair costs of all loss as determined by AEG the cost of which shall not exceed 12-X DAYRATE. The PARTIES agree no cost under 12-X DAYRATE shall be challengeable or reviewable.

ALL RISKS DEFINED. The definition of ALL RISKS as provided in POLICY-DEFINITIONS shall apply to POLICY-INSURANCE and at a minimum shall include, as follows: ALL RISKS insurance shall automatically cover any risk to AEG that the contract does not expressly omit. In the case of liability insurance, USER shall have \$1+ million insurance protecting AEG against any claim directly or indirectly resulting from the EO and AEG's participation in it. In the case of property loss, USER shall have \$350 thousand in insurance protecting AEG against any loss of asset or income resulting directly or indirectly from the EO, AEG's participation in it, USER's participation in it and any loss or damage whatsoever to PSL. This shall include but not be limited to: (a) full replacement cost including new purchase price, shipping, stocking labor and sales taxes of or on any item lost, stolen or damaged beyond repair to the same equipment grade as rented with no consideration of depreciation as determined by AEG; (b) any loss of any expected income from the loss of any such item as determine by AEG through the date of insurance payment and (c) payment for any loss of OFFSETS, credits or adjustments given should USER be issued a notice of default as given in the agreement.

SELF-INSURANCE. Self-insurance shall not be allowed except in conformance with all local, state and federal law and when all terms and conditions of this EO are fully met and only upon CONSENT.

ADDINS. The USER and the ESITE may become an additional insured on AEG's liability insurance ("ADDINS") by paying the listing fees and any deductibles required. At present fees are \$40 for up to 2 parties to be listed (at the same time). USER's and PARTICIPANT's applicable insurance, medical plans and cost reductions shall be subrogated to and applied before AEG's insurance. When wanted, the ADDINS request must be made through your account manager at least 5 days before ESTART.

AEG INSURANCE AND MRSCP. AEG currently maintains CGLI (Commercial General Liability Insurance) of \$1 million each occurrence and \$2 million general aggregate with a \$5,000 deductible that the USER (not AEG) must pay. Individual medical expense payments are capped at \$5,000. AEG's verification of CGLI insurance is online at: <http://www.amerevent.com/INFO/POLICY/POLICY-INSURANCE/CERT/CGLI.pdf>. MECHANICAL RIDES are motor driven conveyances such as carnival rides, Ferris wheels, carousels, mechanical bulls, tracked and trackless trains and people movers. Devices that are simply motorized blower inflated or not a continually motor driven conveyance, such as bounce houses, inflatables, rockwalls and euro-bungees are typically not considered MECHANICAL RIDES. MECHANICAL RIDES are not provided by AEG and the PARTIES agree AEG's recommendation of affiliated or other MECHANICAL RIDE providers is as a courtesy only and shall in no way assign or transfer liability to AEG if any liability should occur. In all cases the USER will maintain the insurance coverages required by the ride provider and pay any costs, deductibles and fees required.

WORKMEN'S COMPENSATION INSURANCE. Workers employed by AEG are covered by Workmen's Compensation at the State required levels or greater, should any jobsite injury occur. This helps protects AEG, ESITE owners, and USERS from claims should a workplace accident or injury occur. WORKMEN'S COMPENSATION INSURANCE is regulated by

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state law and cannot be subrogated or a non-employer added as an additional insured. UNASSISTED WC CERTIFICATE verification is online at: <http://www.amerevent.com/INFO/POLICY/POLICY-INSURANCE/CERT/WC.pdf>. ASSISTED CERTIFICATE: Your account manager can email you AEG's current WC policy but a \$25 documentation fee applies.

VEHICLE INSURANCE. Delivery services are provided by contractors that have their own commercial vehicle insurance policies and are covered by \$500,000+ of Commercial Vehicle Insurance should any vehicle mishap occur.

SUBROGATION, PRIMARY OR NON-CONTRIBUTORY CONDITIONS. No AEG insurance may be designated subrogated, primary or non-contributory to the USER's. The USER's insurance is always used first.

CDW WAIVER FOR EVENT CANCELLATION, DAMAGE AND WEATHER. The CDW WAIVER is a limited waiver to help protect against cost, loss and damages to AEG PSL for weather or any reason except intentional abuse, negligence or default and also limits costs should the event contract need to be cancelled. The waiver is not liability insurance and does not protect the assets of others or for physical injury to anyone. It is provided directly by AEG and cost begins at 15-20% of the event order cost if purchased 45-days before the event and increases steadily to has high as 75% the week before the event.

The CANCELLATION portion provides protection against event cancellation for any reason prior to 72-hours before the TURN-OVER TIME shown on your contract. Custom items, insurance and waiver costs, purchases and delivered items are excluded and not refundable, but by purchasing the waiver cancellation costs are capped at 20%. No reason is required for cancellation when the waiver is in effect.

The DAMAGE and WEATHER portions protect against loss and damages to AEG equipment while in use. It waives portions of the costs associated with damage, theft and loss to AEG equipment during USER's rental. Because equipment replacement costs are up to 12-times the daily rental, purchase of the waiver is recommended, but optional. By purchasing the waiver, loss and damages are capped at 20% of repair or replacement costs.

CDW WEATHER RESET COST. If USER purchases CDW waiver USER may elect to have equipment reset if damaged by weather instead of cancelling event depending upon equipment condition, available time and replacement equipment available as determined by AEG. This is a one time option only after which a new CDW waiver must be purchased at the 45-day advance purchase rate. USER must cover a \$1.95 per mile portal to portal cost per vehicle required that is not covered by CDW. Without the CDW WAIVER, USER is responsible for all costs, including overtime, for emergency response and the resetting of equipment knocked down or damaged by weather.

Without the CDW WAIVER: USER is solely responsible for all costs to AEG assets for any reason, including but not limited to: weather, theft, vandalism, misuse, act of God, and emergency. USER is always responsible for returning PROPERTY in same condition as delivered regardless of use, delay, additional use or any other reason. USER's account must be timely paid to use the waiver and the waiver shall be void in case of USER DEFAULT. There is no coverage: (a) on any USER PROPERTY used in, with or on AEG's PROPERTY; (b) on ESITE or PARTICIPANTS and (c) on or for consequential, subsequent or liability damages. Claims must be submitted in writing within 20 days of occurrence.

PARTICIPANT WAIVER AND RELEASE. The USER is solely responsible for all PARTICIPANTS at its event and all liabilities, damages, injuries and costs related thereto. USER shall assure a completed PARTICIPANT WAIVER is given to AEG prior to use of any entertainment device, such as an inflatable device and such waiver shall state at a minimum: ...

...*" WAIVER. I, the undersigned, on behalf of MYSELF and ALL THOSE for whom I have listed below ("WE", "WE PARTICIPANTS"; "US") accept there is risk of injury in the use of any ride, inflatable or interactive entertainment device (altogether "ACTIVITY"). We assert and affirm we fully accept such risk and have appropriate experience, training, knowledge and understanding on safe use. WE agree all use is solely at our own risk and responsibility for accident or injury to ourselves or others and WE hold harmless the equipment provider(s), event organizer(s) and event site owner(s) (altogether EVENT ORGANIZERS). We agree to sole responsibility for (1.1) all resulting costs and liabilities; (1.2) all insurance and other coverage deductibles; (1.3) use of our personal insurance, health plans and discounts prior to any other benefit; (1.4) then after these the first \$2,500 of any claim remaining before any other claim is payable from any other source; and (1.5) all attorney and court costs of all parties required related to this waiver. We agree not to consume any intoxicant within 1-hour of ACTIVITY use or be in any way intoxicated during use. We affirm we will not use any ACTIVITY if we disagree or cannot affirm any requirement of this waiver."...*

...PARTICIPANT WAIVERS and signs can be found at <http://www.amerevent.com/INFO>. USER and PARTICIPANT waives all AEG insurance and accepts all liability, damages, injuries and all other related costs should USER not provide AEG a fully executed PARTICIPANT WAIVER prior to a PARTICIPANT's use of any activity.

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EXCLUDED CLAIMS. The USER and or PARTICIPANT shall be solely responsible for all liabilities, damages, injuries and costs of any claim for which the USER or injured party: (1) is performing or participating in any intentional dangerous acts; (2) is performing or participating in willful and/or unsafe acts or misconduct including conduct while intoxicated. The consumption of any intoxicating substance within 1 hour of the claim incident shall be deemed unsafe and intentionally dangerous use; and (3) is performing or participating in acts not in compliance with safe use policy or posted signage.

ACCIDENT CLAIM. All claims must be immediately submitted using the form at <http://claim.amerevent.com>. Claim form must be submitted within 30-days and all documentation required received within 90-days to be considered. Documentation of PARTICIPANT WAIVER, USER's and PARTICIPANT's applicable insurance, medical plans and cost reductions subrogated to AEG, proof of claim and other information must be fully provided. No circumvention or direct submission or communication with an underwriter in any form is allowed until authorized by AEG after a review of the completed accident claim report and a summary of contract requirements is communicated by AEG to USER and to claimant.

DEFAULT. Failure to follow the requirements of this POLICY-INSURANCE is a DEFAULT of contract. USER's DEFAULT voids any coverages purchased by, offered or given to USER and relieves AEG of any and all responsibility and liability.

DOCUMENTATION ONLY
DO NOT RETURN