

SAN DIEGO

CUSTOM BICYCLE SHOW

APRIL 9th, 10th & 11th, 2010



Framebuilder Registration

Company name (How you would like it listed)

Contact

Telephone

Address

URL

E-mail address

Fax

City, State, Zip

Cell phone

Early Registration (Ends December 31st, 2009)

Each 10'x10' space = \$450, (\$350 if east of the Mississippi) \$_____

Number of 10'x10' spaces requested _____

Total Booth Fee = (price x number of booths requested) \$_____

Exhibitor Dinner (April 9th, 7:00pm) \$20 per person x number attending \$_____

Complimentary Badges

Two complimentary badges included with each booth

Name for badge #1

Name for badge #2

Additional Badges

Additional badges are available for \$25 each. Limit of 4. You must provide names associated with each badge via this form or by email by March 1st, 2010.

Name for badge #3 _____ x \$25 = \$_____

Name for badge #4 _____ x \$25 = \$_____

Name for badge #5 _____ x \$25 = \$_____

Name for badge #6 _____ x \$25 = \$_____

Post December 31st surcharge \$100 \$_____

Total Exhibitor Fee : \$_____

Terms and Conditions:

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 postmarked and received at San Diego Custom Bicycle Show (known as "SDCBS") offices with full payment and a signed waiver. In the event of a dispute regarding the date or completeness of a submission, SDCBS shall be the final and exclusive authority. Should SDCBS 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"), SDCBS 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 SDCBS, 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 SDCBS, Inc., no refunds shall be given for any reason. Any participating company must take residence of their booth space no later than 6:00 pm April 8th, 2010, or they will be considered a no-show. No consideration or compensation of any kind shall be made by SDCBS for no-shows. SDCBS have the exclusive right to refuse inclusion of any company for any reason.

Waiver of Liability:

RELEASE. In consideration of my application and permitting me to participate in the San Diego Custom Bicycle Show ("SDCBS"), 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 San Diego Custom Bicycle Show, any company associated with the Show as a sponsor or participant, 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 San Diego Custom Bicycle Show, any company associated with the Show as a sponsor or participant, 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 SDCBS event location as well as any damage, injury, or liability that may occur as a result of the undersigned's participation in SDCBS, 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.

THIS WAIVER MUST BE SIGNED BY ALL INDIVIDUALS ATTENDING WITH OR AS PART OF YOUR COMPANY

Name 1 _____ Signature _____

Name 2 _____ Signature _____

Name 3 _____ Signature _____

Name 4 _____ Signature _____

Name 5 _____ Signature _____

Name 6 _____ Signature _____

Mail Completed Form to:

San Diego Custom Bicycle Show - P.O. Box 1331, La Mesa, CA 91941

www.sandiegocustombicycleshow.com

Check payable to: San Diego Custom Bicycle Show

