

Embassy Suites Omaha – La Vista / Hotel & Conference Center
Food Waiver and Indemnification Agreement
Group Agreement

HOTEL POLICY

It is the policy of this Hotel to discourage Hotel groups from purchasing food from sources other than the Hotel and from using the Hotel kitchen facilities to prepare or to serve and prepare food to serve to other Hotel guests. 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 group may have, it may be necessary to permit such purchase, preparation and service. In the event that a group insists on purchasing food from sources other than the Hotel or insists on the preparation of serving food by person 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 the responsibility and abide by the terms set forth in this agreement.

WAIVER

The undersigned group (“group”) agrees to waive any claim for damages of any nature whatsoever and to release the Hotel, the Hotel owner, the Hotel manager, Hilton Hotels, 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 or the preparation of serving of food by persons other than the Hotel employees.

INDEMNIFICATION

Group agrees to indemnify, defend and hold harmless the Hotel, the Hotel owner, the Hotel manager, Hilton Hotels, 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 or the preparation or serving of food by person other than Hotel employees.

OPERATION OF KITCHEN FACILITIES

Group agrees that it, its employees and agents, will follow the rules, directions and instructions of the Hotel staff. If the Hotel determines that Group or its employees or agents are using the kitchen facilities in a dangerous manner, it may immediately revoke Groups’ privileges to use the kitchen facilities. In the event Group or its employees or agents damage any of the kitchen equipment, Group agrees to promptly pay for all costs and expenses associated with the repair or replacement of the damaged kitchen equipment.

GROUP’S ACKNOWLEDGMENT

Group’s signature below indicates that Group has read and understood this Agreement and agrees to its contents, Group also acknowledges that the person signing on behalf of Group is authorized to bind Group to the terms of this Agreement.

GROUP:

Event Name: _____

Name: _____ Title: _____

Organization: _____

Dated: _____, 20____