

**FOOD WAIVER & INDEMNIFICATION AGREEMENT**

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**For Marriott International North American Managed Properties Only**

**FOOD WAIVER AND INDEMNIFICATION AGREEMENT (PATRON AGREEMENT)**

**Coralville Marriott Hotel & Conference Center**

**HOTEL POLICY**

It is the policy of this Hotel to discourage Hotel patrons from purchasing food from sources other than the Hotel and from using the Hotel kitchen facilities to prepare or to prepare and serve food 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 patron may have, it may be necessary to permit such purchases, preparation and service. In the event that a patron insists on purchasing food from sources other than the Hotel or insists on the 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 the 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 or the preparation or serving of food 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 or the preparation or serving of food by persons other than Hotel employees.

**OPERATION OF KITCHEN FACILITIES**

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

**PATRON'S ACKNOWLEDGMENT**

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

PATRON:

By: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

Marriott International Updated 2002