



Insurance Coverage (Waiver of Subrogation)

Insurance Certificate - To protect our not-for-profit association from the claim injury from your employed participant we require that a Certificate of Insurance Coverage indicating Worker’s Compensation Coverage and Liability Coverage as well as an endorsement naming the ADSC and Fleming College/Frost Campus (who is hosting the event) as additional insured under your liability policy. Please have your broker forward the Certificate to Jan Hall at the below address.

In further consideration of the agreement between ADSC and the below-named Company, on the other hand, to allow “Company” participates in the Anchor and Micropile Installation School (AMPIS), Company agrees and covenants as follows:

Workers’ Compensation Insurance. Company agrees to secure and maintain Workers’ Compensation Insurance covering Company’s employees at the AMPIS. Company shall provide a Certificate of Insurance Coverage for such Workers’ Compensation Insurance or other evidence of such insurance before the event and as may be reasonably requested by ADSC. If any employee of Company sustains an injury during any phase of the AMPIS, Company shall file a claim with Company’s Workers’ Compensation Insurance Carrier.

Limitation of Liability and Indemnity. Company, on behalf of itself and its officers, directors, employees, representatives, invitees, assigns and successors (collectively hereinafter, “Company”), agrees to and shall INDEMNIFY, DEFEND AND HOLD HARMLESS ADSC, Fleming College - Frost Campus, and Days Inn & Suites Lindsey, and their respective officers, directors, employees agents, assigns and successors (collectively, the “Indemnified Parties”), from any and all claims arising from or relating to Company’s use of the premises and from any activity, work, or things which may be permitted or suffered by Company Participant in relation to the DROS, and Company shall further INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS from and against any and all claims (including, without limitation, for death or injury to person or persons or property damage) of third parties or otherwise arising from the actions and/or omissions of Exhibitor, and from any and all costs, attorney’s fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, EXCLUDING WHERE SUCH CLAIM, CAUSE OF ACTION, DAMAGE, INJURY OR DEATH, IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY(IES).

Company Insurance. Participating Company shall obtain and keep in force during the term of the AMPIS a policy of comprehensive commercial liability insurance insuring Participating Company attendee, ADSC, Fleming College - Frost Campus, and Days Inn & Suites Lindsey, against any liability arising out of Company’s participants use, occupancy, or maintenance of the AMPIS premises. Such insurance shall be in an amount of not less than \$1,000,000.00 for personal injury to or death of one person in any one accident. Such insurance shall further insure Participating Company, ADSC, Fleming College - Frost Campus, and Days Inn & Suites Lindsey, against liability for property damage of at least \$1,000,000.00. Proof of such coverage, by means of a Certificate of Insurance and/or Certificate of Additional Insured must be provided to ADSC no later than 8/14/17 and must show the name of the carrier and the Company involved in AMPIS.

For purposes of this Indemnification Agreement only, the Undersigned Company specifically and expressly waives any immunity that may be granted it under any State’s workers’ compensation laws. This waiver does not permit a direct action by Indemnitor’s employee against Indemnitor. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker’s compensation acts, disability benefits acts, or other employee benefit acts. This promise of indemnity specifically applies in the case of injuries to Indemnitor’s own employees.

Waiver of Subrogation – The undersigned, on behalf of itself and its insurer, hereby waives any rights of subrogation it might have for any claims subject to this Indemnity Agreement, against ADSC, Fleming College - Frost Campus, and Days Inn & Suites Lindsey.

Company Name (Indemnitor): _____

Employee Name(s): _____

Signed: _____ Title: _____ Date: _____

Thank you for your cooperation and support!
Fax to Jan Hall: 469.359.6007
or email jhall@adsc-iafd.com

ADSC
8445 Freeport Parkway, Suite 325
Irving, TX 75063

Facility Address:
Fleming College - Frost Campus
200 Albert St. South
Lindsay, ON K9V 5E6

Hotel:
Days Inn & Suites Lindsey
134 Angeline St. South
Lindsey, ONT K9V 3L6 Canada