

AGREEMENT OF RELEASE, INDEMNITY AND WAIVER OF CLAIMS  
(ACTIVITIES IN THE MERCHANDISE MART)

TO: theMart Manager LLC ("Manager")  
222 Merchandise Mart Plaza, Suite 470  
Chicago, Illinois 60654

In consideration of the permission you have granted the undersigned to enter The Merchandise Mart in Chicago, Illinois managed by Manager (the "Property") on \_\_\_\_\_, 2021 from \_\_\_\_\_ to \_\_\_\_\_ for the purpose of \_\_\_\_\_, in \_\_\_\_\_ requested by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, the undersigned agrees as follows:

1. To comply with all rules, regulations, and instructions from Manager respecting access to, and conduct in, the Property.
2. Not to include anything in the photographs, filming or accompanying text that is derogatory to the Property, its owners, or management.
3. Nothing herein constitutes authority or permission to take photographs of or film third parties or the property of third parties other than the owners of the Property.
4. Except for the willful acts of Merchandise Mart L.L.C.; MTS-MM LLC; theMart Manager LLC; Merchandise Mart Properties, Inc.; Vornado Realty L.P.; Vornado Realty Trust; and their respective owners, partners, directors, officers, members, shareholders, agents, employees, beneficiaries, lenders, successors and assigns (collectively, "the Building Interests"), the undersigned hereby waives any and all claims against the Building Interests for any damage to person, property or business of any person or entity by whomever or howsoever caused, and the undersigned agrees to assume any and all risks resulting from the undersigned's presence and activities in the Property. The undersigned shall protect, defend, indemnify, and hold harmless the Building Interests from and against any and all liabilities, claims, demands, costs and actions of whatever nature (including reasonable attorneys' fees) for injury to person or damage to or loss of property in or about the Property caused or occasioned by or through the undersigned, or the undersigned's presence and activities in the Property.
5. The undersigned shall bear the entire risk of loss to or damage of any property brought into the Property. In no event shall the Building Interests become bailees (either voluntary or involuntary), or accept or be charged with the duties thereof, of any property the undersigned brings into the Property.

\_\_\_\_\_  
Photo Video Company

\_\_\_\_\_  
Photographer Name

\_\_\_\_\_  
Photographer Signature

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

**MMPI**

Phone: 312-527-7911

Email: [propertymanager@themart.com](mailto:propertymanager@themart.com)

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

Kristin Pabst  
Senior Property Manager