

**HOLD HARMLESS AGREEMENT FOR RELEASE OF LIABILITY  
FOR SERVING OR PREPARING OUTSIDE FOOD**

**SIGNATURE REQUIRED PRIOR TO CONSIDERING REQUEST**

**PLEASE PRINT CLEARLY**

The Undersigned hereby requests that  
(1) \_\_\_\_\_ ("Hotel")  
prepare the following food items provided by  
the Undersigned; or (2) serve the following  
food items prepared by the Undersigned or the  
Undersigned's outside vendor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(ENTER FOOD ITEMS IN SPACES ABOVE - Attach additional page if necessary)**

The Undersigned understands that food  
items (such as but not limited to seafood  
obtained from open waters) may contain  
bacteria or other harmful substances that  
cannot be detected by Hilton.

Accordingly, the Undersigned agrees  
that in consideration of Hilton's preparation  
and/or service of food items provided by the  
Undersigned that:

(1) The Undersigned assumes all  
risk of personal injury, illness or death arising  
out of or resulting from Hilton's preparation  
and/or service of and the Undersigned's  
consumption of food items provided by the  
Undersigned;

(2) The Undersigned releases,  
waives and discharges Hilton and its owners,  
subsidiaries and affiliated entities (including  
Hilton Worldwide, Inc.) and their respective  
owners, directors, officers, partners, and  
employees, and agents (hereafter referred to  
collectively as the "Releasees") from any and all  
claims, liabilities, damages, losses, or other  
expenses of any nature whatsoever for any  
personal injury, illness, or death (collectively,  
"claims") arising out of or resulting from the  
preparation, service, or consumption of the food  
items provided by the Undersigned. This  
indemnity obligation shall also include

reasonable attorneys' fees, investigation costs,  
and other costs and expenses incurred by  
Releasees with respect to any claims made  
against Releasees;

(3) The Undersigned agrees to  
indemnify and hold the Releasees harmless  
from any claims released under Paragraph (2)  
above or incurred by the Releasees in  
defending against any claims or liabilities  
released under Paragraph (2) above; and,

(4) The Undersigned agrees that  
this Release Agreement will be binding on the  
Undersigned and the Undersigned's executors,  
administrators, personal representatives, heirs  
and minor children.

It is understood and agreed that this  
Hold Harmless Agreement/Release shall not be  
construed as an admission of liability, and that  
any such admission is hereby expressly denied.

The Undersigned further states that the  
Undersigned has carefully read the foregoing  
Hold Harmless Agreement/Release,  
understands the contents thereof, and  
voluntarily signs the same.

**PLEASE READ CAREFULLY BEFORE  
SIGNING. THIS DOCUMENT IS A BINDING  
CONTRACT TO RELEASE AND WAIVE  
LEGAL CLAIMS.**

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

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

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

**Once signed, please return to Craig Bertz at  
the New York Hilton Midtown:**

**Craig.Bertz@hilton.com**