

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the maximum extent permitted by law, the undersigned (the "Releasing Party"), hereby agrees to release, indemnify, defend and hold harmless Bayer Properties, L.L.C., Ashley Park Property Owner, LLC and their affiliates, and each of their respective owners, officers, managers, members, directors, trustees, employees, shareholders and agents (hereinafter collectively referred to as the "Released Parties") from and against any and all liabilities, claims, losses, damages and expenses, including, but not limited to, attorneys' fees, arising out of, or connected with the Releasing Party's acts or omissions, the Releasing Party's use and occupancy of or any participation in events at the development commonly known as Ashley Park (the "Property"), including, but not limited to, event preparation and set up and take down. The Releasing Party acknowledges and agrees that the Releasing Party has been granted no right to occupy or use any portion of the Property and will immediately leave the Property, upon the request by any representative of Bayer Properties, L.L.C.

The Releasing Party agrees not to sue the Released Parties for any actions, causes of action, claims or damages, damages in law, or remedies in equity of whatever kind, including, without limitation, the negligence of any or all of the Released Parties, arising out of the Releasing Party's use and occupancy of, presence at, or any participation in events at the Property. In short, the Releasing Party can neither sue nor collect any money from the Released Parties.

In addition to the foregoing, to the maximum extent permitted by law, the Releasing Party hereby releases the Released Parties from and against any claim, damage, action, penalty, liability or judgment arising out of any loss, theft, burglary, robbery, damage, fire or other loss caused by casualty, or any other reason, to any of the Releasing Party's possessions or personal property of any kind, including without limitation, equipment, instruments, supplies, prizes, merchandise or exhibits, which are located in the Shopping Center.

RELEASING PARTY:

Signature: _____

Print Name _____

Date: _____

Phone: _____

Email: _____

(All paperwork should be signed by parent or guardian if performer is under the age of 18)