

**WAIVER AND RELEASE OF LIABILITY****Mershops Galleria at Sunset**

I, \_\_\_\_\_ (“Participant”), in consideration of my being permitted  
\_\_\_\_\_ at Galleria at Sunset (the “Mall”), for the time frame of  
\_\_\_\_\_ do hereby release and forever discharge the Mall, its  
owner(s), any leasing agent(s) and / or managing agent for the Mall, and / or any receiver  
appointed for the Mall, their officers, directors, agents, employees, shareholders and assigns  
(collectively, the  
“Released Parties”) from any and all claims, demands, causes of actions, suits, damages costs  
and expenses for any and all personal injuries, loss of time, pain and suffering or property  
damage arising out of or occurring in connection with the above activity.

I recognize and acknowledge that my activity **is solely at my own risk**. I further understand  
that this Waiver and Release is absolute as to all claims, demands, causes, or actions, suits,  
damages, costs, and expenses which may arise as a result of my injury or demise or as a result of  
any property damage which could occur.

I further agree to abide by all the rules and regulations as hereinafter amended or supplemented,  
established by any of the Released Parties and agree that my use of the portion(s) of the Mall  
related to the above described activities may be canceled at any time, without prior notice or  
warning and that I disclaim any recourse in the event of such cancellation and agree to  
immediately vacate such premises upon request.

**I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE  
FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS  
HELD BY ME AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND  
CONDITIONS SET FORTH ABOVE.**

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

Parent/Guardian Name: \_\_\_\_\_

Participant/Parent/Guardian Signature: \_\_\_\_\_