

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY & MEDIA LICENSE AGREEMENT

In consideration for being permitted to enter, access, or participate in any activity, event, activation, program, or use of any portion of Downtown Summerlin (the “Premises”), I agree as follows:

1. ASSUMPTION OF RISK

I VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS OF INJURY, ILLNESS, PROPERTY DAMAGE, OR DEATH arising from or related to my presence at or use of the Premises, including but not limited to conditions of the Premises; participation in any recreational, promotional, or commercial activities; interactions with structures, equipment, merchants, attendees, or participants; and the actions or inactions of Owner, Howard Hughes Communities, The Howard Hughes Corporation, its tenant(s), and each of their past, present and future officers, directors, shareholders, employees, agents, attorneys, representatives, parents, subsidiaries, affiliates and assigns (collectively, the “Premises Owners”).

2. RELEASE OF LIABILITY AND WAIVER OF CLAIMS

To the fullest extent permitted by law, I FOREVER RELEASE AND DISCHARGE the Premises Owners from any and all claims, demands, causes of action, damages, losses, expenses, or liabilities of any kind (collectively, “Claims”) arising out of or in any way related to my presence at, access to, or participation in any activity at the Premises, WHETHER SUCH CLAIMS ARE KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY PREMISES OWNER.

3. AGREEMENT NOT TO SUE

I agree that I WILL NOT COMMENCE OR MAINTAIN ANY ACTION OR CLAIM against the Premises Owners for any Claims released by this Agreement.

4. INDEMNITY

To the fullest extent permitted by law, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Premises Owners from and against any and all Claims arising out of or related to (a) my presence at or use of the Premises, (b) my participation in any activity or event at the Premises, or (c) any breach of this Agreement.

5. PHOTOGRAPHY, VIDEO & MEDIA RELEASE

I grant the Premises Owners the unrestricted, perpetual, worldwide, royalty-free, sublicensable right and license to photograph, film, record, or otherwise capture my image, voice, and likeness while on the Premises, and to use such media in any manner and for any purpose, including without limitation advertising, marketing, promotion, commercial use, social media, and public display, in any medium now known or later developed.

I waive any right to inspect or approve such media and waive any Claims relating to use of my likeness, including claims for invasion of privacy, right of publicity, or defamation. I understand that I will receive no compensation for such use.

6. RULES AND INSTRUCTIONS

I agree to follow all posted rules and all verbal or written instructions of the Premises Owners while on the Premises, including the Downtown Summerlin Code of Conduct.

7. GOVERNING LAW; SEVERABILITY

This Agreement is governed by the laws of the State of Nevada. If any portion of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

8. BINDING ARBITRATION

To the fullest extent permitted by law, I agree that any dispute, claim, or controversy arising out of or relating to this Agreement, my presence at the Premises, or my participation in any activity, event, or program at the Premises (“Claims”) shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules.

Location and Procedure. Arbitration shall take place in Clark County, Nevada, unless the parties agree otherwise. The arbitration may be conducted by telephone or video conference when appropriate.

No Class Actions. I agree that arbitration shall be conducted only on an individual basis and not as a class, collective, representative, or private attorney general action. The arbitrator shall not consolidate claims of different individuals.

Exception for Small Claims and Injunctive Relief. Either party may bring an individual action in small-claims court or may seek temporary or preliminary injunctive relief in a court of competent jurisdiction.

Waiver of Jury Trial. By agreeing to arbitration, I waive any right to a jury trial.

9. ACKNOWLEDGEMENT

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I VOLUNTARILY SIGN IT. I am at least 18 years old, or I am the parent/guardian signing on behalf of a minor participant named below.

Dated: _____

Print Name

Signature

Print Name of Guardian if Under 18

Signature of Guardian if Under 18