RELEASE BY MINOR AND PARENT OR GUARDIAN OF MINOR AND INDEMNITY AGREEMENT

___Firewheel Town Center_____ Mall Shopping Center,

Owned by: _____Simon Property Group_____

_____ Mall Merchants Association, Inc.

Promotion: _____Holiday Performances_____

Dates: _____, 2_____

THE UNDERSIGNED (Please Print Name) _____, a minor of _____ (_____) years of age, and the undersigned parent(s) and guardian(s) of said minor (which parent(s) and guardian(s) are over twenty-one (21) years of age), in consideration of permission authorization and license being granted to said minor at the request of the undersigned to enter upon the premises comprising above named Shopping Center for purposes of conducting certain personal business and/or non-commercial activities for the sole and exclusive personal benefit of the undersigned minor, do hereby forever release, discharge and acquit the above named entity owning Shopping Center (hereinafter called "Owner") and each tenant of said Shopping Center and the various merchants who, with Owner, comprise the above named Merchants Association (hereinafter called "Association") for said Shopping Center, their officers, employees, agents, heirs, executors, administrators, successors and assigns from any and all claims, demands, liabilities, actions and causes of actions which the undersigned minor or the undersigned parent(s) or guardian(s) of said minor have, have had or might ever have for or by any reason of damage, loss or injury either to person or property or both, whether known or unknown, latent or patent, now existing or hereafter arising or accruing to any of the undersigned, or their heirs, executors or administrators as a result of the entry of said minor on shopping center premises and the conducting of personal business thereon by said minor; and the undersigned do hereby voluntarily assume all risk of accident and injury to the person and property of said minor, it being understood that said minor will be considered as conducting personal business and non-commercial activities of his own and for his sole personal benefit on the shopping center premises from the time of commencement thereof until the conclusion of such business regardless of activities of any other nature or character on the premises by said minor occurring within such period and said minor shall not be deemed or considered to be an invitee of Owner and/or Association during such period.

IN FURTHER consideration of such license being granted to said minor at the request of the undersigned to conduct such personal and non-commercial activity in the Shopping Center, the undersigned parent(s) and guardian(s) of said minor do hereby agree to indemnify, defend and hold Owner and Association, and each of them, and their respective agents, officers, employees, heirs, executors, administrators, successors and assigns free and harmless from and against any and all claims, demands, damages, actions, suits, debts, liabilities, causes of action, loss, cost and expense arising out of or as a result of the conduct of such personal business and non-commercial activities by said minor upon the shopping center premises, including, without limitation, any and all claims for injury to the person or property of said minor and any and all claims of any third party for injury to person or property, and any and all claims for wrongful death or any other negligent or wrongful actions or omissions. The undersigned parent(s) and guardian(s) of said minor do hereby covenant and agree to pay and reimburse to Owner and Association any and all sums which Owner and Association may be required to pay, whether by way of judgement or voluntary payment or settlement, to said minor or to any other party by reason of any loss, damage or injury suffered by said minor or any other party as the result of such use of the shopping center premises by said minor.

IT IS UNDERSTOOD and agreed that it is the intent of the undersigned parent(s) and guardian(s) of said minor, for themselves and on behalf of said minor, to waive, release and relinquish all claims and actions which said minor or the undersigned parent(s) and guardian(s) of said minor might ever have against the Owner and Association arising out of the use of the shopping center premises by said minor, and to indemnify and hold Owner and Association harmless from any such claims or actions by said minor or by any other party.

Dated this _____ day of _____, 2_____.

Minor (*Please Print*) _____

Minor (*Signature*) _____

Address _____

City _____ State _____ Zip _____

Parent or Guardian (*Please Print*) _____

Parent or Guardian (*Signature*) _____

Address (*If Different from Above*) _____

City _____ State _____ Zip _____