

**GENERAL RELEASE AND
INDEMNITY AGREEMENT**

(To be signed by Adults)

Shopping Center: _____

Owner: _____

Promotion or Event: _____

Dates: _____, 20_____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the undersigned, being of lawful age, has requested permission, authorization and license to enter upon the premises comprising the above named Shopping Center for a purpose and business of my own and not as an invitee upon said premises, and at my own risk.

NOW, THEREFORE, in consideration of a non-exclusive, revocable license to enter the Shopping Center, the undersigned does hereby covenant and agree with the above named entity owning the Shopping Center (hereinafter called "Owner") as follows, namely:

THAT THE UNDERSIGNED FOR myself, and my heirs, executors, administrators and assigns does hereby forever exonerate, release, acquit and discharge Owner, The Shops at Montebello, Montebello Town Center Investors LLC, UBS Realty Investors LLC, Montebello Mall Management PR, LLC, Pacific Retail Acquisitions, LLC, Pacific Retail Capital Partners, LLC, Pacific Retail Holdings, LLC, and each of their respective partners, members, shareholders, agents, officers, directors, subsidiaries, affiliates, related entities, contractors, managers, attorneys and employees (the "Released Parties") from all claims, demands, damages, actions, suits, debts, liabilities and causes of action of every nature whatsoever which the undersigned might have against any of the Released Parties, and their heirs, executors, administrators, successors and assigns by reason of any damage, loss, injury or death, either to person or property, or both, resulting from the entry by the undersigned and conducting personal business thereon; the undersigned voluntarily assuming all risk of accident to my person and property; it being understood that the undersigned will be considered as conducting personal business on the shopping center premises from the time of commencement thereof until the conclusion of such business regardless of activities of any other character on premises by the undersigned occurring within such period and the undersigned shall never be considered an invitee of Owner during such period.

The undersigned does hereby agree to indemnify, defend and hold the Released Parties, and each of them and their respective 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, including attorneys' fees arising out of or as a result of the conduct of such business or activities by the undersigned upon the shopping center premises, including, without limitation, any and all claims of any third party for injury to person or property or any other negligent or wrongful acts or omissions of the undersigned.

Dated this _____ day of _____, 20_____.

Name (Please Print) _____

By (Signature) _____

Address _____

City _____ State _____ Zip _____