

**GENERAL RELEASE AND
INDEMNITY AGREEMENT - ADULT**

Event:
Event Date:

Background

MOAC Mall Holdings LLC, MOA Entertainment Company LLC, and all of their respective affiliates and subsidiaries (collectively, MOA) participate in the ownership and operation of the combination retail and entertainment facility located in Bloomington, Minnesota, known as the "Mall of America" (the Mall). The undersigned (the Participant) being of lawful age, has requested permission, authorization and license to enter the Mall and participate in the Event, whether sponsored by MOA or a third party, at his or her own risk, which is a purpose and business of Participant's own. The Participant shall never be considered an invitee of MOA or the Mall during the Event.

Assumption of Risk

The Participant is fully aware that participation in the Event may expose him or her to a variety of hazards and risks, foreseen or unforeseen, which are inherent in the Event and cannot be eliminated without destroying the unique character of the Event. The Participant acknowledges and agrees that he or she is voluntarily participating in the Event with full knowledge of the danger involved, and the Participant hereby acknowledges and agrees that he or she is assuming and accepting any and all risks of serious bodily injury or death.

Participant Release

In consideration for being permitted by MOA to enter the Mall and participate in the Event, the Participant and his or her heirs, successors, executors, administrators and assigns hereby (i) release, acquit, and forever discharge MOA and its affiliates and subsidiaries, and each of their respective officers, directors, employees, shareholders, members, and agents, and their successors and assigns (collectively, the Group) of and from any and all manner of action or actions, suits, claims, damages, judgments, demands, debts, liabilities, levies and executions, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, which the Participant and his or her heirs, successors, executors, administrators and assigns ever had, has, or may have, or claim to have against the Group (collectively, Claims), (ii) expressly and irrevocably grant the Group consent, permission, and authorization to the unlimited use of Participant's name, image, likeness, and voice obtained or recorded in conjunction with the Event (collectively, the Image) in whatever form or medium now existing or later developed, including without limitation, still photographs, film, videotape, sound recordings, print, and website or Internet graphics, in connection with any tangible or intangible goods, products, services, packaging, promotional materials, marketing materials, advertising, and other materials, items, or information, (iii) waive any and all Claims, for, upon, or by reason of any matter, act, or thing relating to the Participant's participation in the Event, or the Group's use of the Image, regardless of whether any injury sustained by the Participant, or the death of the Participant, is caused by the negligence or other actions of the Group, and (iv) expressly and irrevocably transfer and assign to the Group all right, title, and interest in and to any and all rights of copyright, trademark and service mark (including goodwill), trade dress, artistic rights, character rights, publicity rights, and any and all other proprietary rights of any kind whatsoever, and also waive all moral rights, relating to the Image and the Group's use thereof in connection with any of the purposes set forth in item (ii) above. The Group may, with respect to all or any portion of the Image, use, publish, display, reproduce, distribute, distort, destroy, alter, retouch, modify, adapt, translate, use in a performance, or change the Image without providing notice to or receiving the consent of the Participant.

The Participant and his or her heirs, successors, executors, administrators and assigns shall indemnify, defend, and hold harmless the Group from and against and in respect of any and all claims and expenses, including interest, penalties, and reasonable attorneys' fees that the Group shall incur or suffer, which relate to any Claims arising from or related to the Image or Participant's participation in the Event, regardless of whether any injury sustained by the Participant, or the death of the Participant, is caused by the negligence or other actions of the Group.

In the event any portion of this Release shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Release.

THE PARTICIPANT HAS CAREFULLY READ THIS RELEASE AND FULLY UNDERSTANDS ITS CONTENTS. THE PARTICIPANT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING AGREEMENT BETWEEN THE PARTICIPANT AND MOA; AND THE PARTICIPANT HAS SIGNED IT OF HIS OR HER OWN FREE WILL.

Dated this _____ day of _____, 20_____.

Name (*Please Print*) _____

By (*Signature*) _____

Home Address _____

City _____ State _____ Zip _____