

THIS IS A RELEASE OF LIABILITY AND A BINDING AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS - INCLUDING THE RIGHT TO BRING ANY KIND OF LAWSUIT OR ACTION AGAINST THE RELEASED PARTIES LISTED HEREIN.



**WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (“WAIVER”)
[Eastmark® Cruiser Bike Culture - Usage Program - Minor]**

I, the undersigned, hereby represent, certify, covenant and agree as follows:

1. **Participation in Activity.** I am voluntarily permitting my child, who is under the age of 18 as of the date of this Waiver (hereinafter, “Child”), accompanied by me, to operate a specially-manufactured Eastmark custom cruiser bicycle (the “Cruiser Bike”) for the enjoyment of leisurely riding the Cruiser Bike throughout The Eastmark Great Park® and the Eastmark Community (the “Activity”). I am voluntarily permitting Child to operate the Cruiser Bike and participate in the Activity with full knowledge of these risks and hazards. I represent and warrant that I am at least 18 years of age, and that I am the parent or legal guardian of Child.
2. **Waiver and Release.** In consideration and as a requirement for my Child to operate the Cruiser Bike and participate in the Activity, I, on behalf of Child, hereby release, discharge, and hold harmless DMB Mesa Proving Grounds LLC, DMB/Brookfield Eastmark LLC, Eastmark Residential Association, Inc., Eastmark Community Alliance, Inc., Eastmark Community Assembly, Inc., the City of Mesa, and any and all related and affiliated entities, and their respective subsidiaries, partnerships, joint ventures, limited liability companies, trusts, and assigns, of every tier, and their respective directors, officers, partners, agents, employees, volunteers, members, trustees, and shareholders respective agents, servants, officers, directors, members, employees, partners, shareholders, property managers, successors and assigns (hereinafter referred to as “Released Parties”), of and from any and all claims, rights, demands, suits, damages, costs, expenses and liabilities of any nature whatsoever (including but not limited to claims for injury or death) arising out of or in connection with (a) Child’s participation in the Activity and all of Child’s acts or omissions while operating the Cruiser Bike and participating in the Activity, including without limitation accidents, injuries or damage caused to, or suffered by, any person or property in connection with operation of the Cruiser Bike and participation in the Activity and such acts or omissions, whether or not acts or omissions are negligent or willful, (b) any failure of Child to properly prepare for operation of the Cruiser Bike and participation in the Activity, or (c) any breach by any Released Party of any warranty, negligence, gross negligence or breach of any duty owing to Child (whether express or implied), which may arise out of or be related in any way to operation of the Cruiser Bike or participation in the Activity (collectively, the “Claims”).
3. **Assumption of Risk.** I hereby acknowledge that Child is operating the Cruiser Bike and participating in the Activity at mine and my Child’s sole risk. I represent to the Released Parties that I understand the physical demands of operating the Cruiser Bike and participating in the Activity and that Child is physically capable of operating the Cruiser Bike and participating in the Activity and closely adhering to any additional participation rules relating to training for operating the Cruiser Bike and participating in the Activity.
4. **Covenant not to Sue.** I covenant, on behalf of myself and Child, that I shall not now or at any time in the future, directly or indirectly, commence, prosecute, or participate in any action, suit or other proceeding against any of the Released Parties concerning, arising out of, or in any way related to Child’s operation of the Cruiser Bike, participation in the Activity or the Claims.
5. **Binding Effect.** This Waiver shall be binding on me and my spouse, my Child, on our parents and other children, and on our respective trustees, legal representatives, heirs, successors and assigns, and shall inure to the benefit of the Released Parties. I further expressly agree that the foregoing Waiver is intended to be as broad and inclusive as permitted by the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. **I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE PROVISIONS IN THIS WAIVER OF INVOLVEMENT, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND ON BEHALF OF CHILD LISTED ABOVE, AGREE TO ABIDE BY THEM. I, on behalf of myself and the Child, also agree and affirm that by requiring me to read and sign this Waiver, the Released Parties**

have thoroughly and responsibly advised me and the Child about the hazards and risks related to operation of the Cruiser Bike and participating in the Activity. I understand that this Waiver is not in lieu of any other forms that I may be requested to sign by other parties in connection with operation of the Cruiser Bike and participation in this Activity.