

RELEASE

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

PARTICIPANTS/ Parent or Legal Guardian:

1. _____

List Any Minor Child (List all Minor Children for whom you are Completing this Release):

2. _____

3. _____

4. _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMERGENCY CONTACT NUMBER: _____

Participant means each individual listed on the form above, including any minor child participating in ice skating activity at Belmar Ice Skating Rink facility ("Activity"). The Undersigned expressly assumes all risks associated with Participant's participation in the Activity. The Undersigned acknowledges that ice skating is a hazardous sport. The Undersigned accepts and assumes the inherent risks of ice skating including property damage, personal injury, or death resulting from man made objects or hazards, changing conditions (including but not limited to the condition of the ice), surfaces covered with ice or snow, diminished night time visibility, strenuous activity, natural objects and other skaters, including those risks that are both known or unknown, inherent or otherwise.

IN CONSIDERATION FOR ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY THE UNDERSIGNED AGREES TO HOLD HARMLESS AND RELEASE Belmar Commercial Owner, L.P., Starwood Retail Property Management, LLC, SRP Property Management, LLC, Starwood Retail Partners, LLC, Starwood Capital Global Group, L.P. and its affiliates, members, contractors, those that operate the ice skating rink, the Downing Group, and all their respective insurance companies, successors in interest, commercial & corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders ("Released Parties") from any and all liability and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Activity, including those injuries and damages caused by any released party's alleged or actual negligence. THE UNDERSIGNED TAKES FULL RESPONSIBILITY FOR ANY INJURY OR LOSS TO PARTICIPANT, INCLUDING DEATH, ARISING IN WHOLE OR IN PART OUT OF THE ACTIVITY. BY EXECUTION OF THIS RELEASE, THE UNDERSIGNED AGREES NOT TO SUE ANY OF THE RELEASED PARTIES. The Undersigned further agrees to defend and indemnify each released party for any and all claims of the Undersigned and/or a third party arising in whole or in part from the Participant's participation in the Activity. The Undersigned agrees to pay all costs and attorney's fees incurred by any Released Parties in defending a claim or suit brought by or on behalf of the Undersigned and/ or a third party. The Undersigned agrees that any and all claims for injury and/or death regarding an alleged incident shall be governed by Colorado law.

The Undersigned authorizes the Released Parties to: 1) authorize a medical care provider to carry out any emergency medical care for the Participant or any identified minor child; 2) to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if it is determined medical attention is needed. The Undersigned also agrees to pay all costs associated with the medical care and related transportation provided for Participant and indemnify and hold harmless the Released Parties from any liability and/or claims associated with such medical care and/or related transportation.

The Undersigned agrees and understands that this release is applicable to every day the Participant participates in the Activity forever. This release is binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned. The Undersigned also understands and agrees that a minor child listed above may participate in the Activity and may use the Activity venue without an Activity official or other adult present. The Undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor child, that he/she is waiving certain rights on behalf of the minor child that the minor child otherwise may have and that the minor child shall be bound by all the terms of this release. The minor child's parent or legal guardian voluntarily grants permission for the minor child to take part in the Activity and acknowledges that but for such grant of permission, the minor child would not be permitted to take part in the Activity. By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age, or, if signing as the parent or guardian of the Participant, signer represents they are the legal parent or guardian of the minor child.

Signature of Participant or of Parent/Legal Guardian for Minor Child

Date

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