

GENERAL RELEASE AND INDEMNITY AGREEMENT

Shopping Center: Mall of America
Owned by: MOAC Mall Holdings LLC
Event: Pet Photos with Santa at The Santa Experience
Dates: 11/24/2024, 12/01/2024, 12/08/2024, 12/15/2024

KNOW ALL MEN BY THESE PRESENTS:

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

NOW, THEREFORE, in consideration thereof the undersigned does (do) hereby covenant and agree with the above-named entity owning Shopping Center (hereinafter called "Owner") and each tenant of said shopping center and MOA Entertainment LLC, MOAC Mall Holdings LLC, Clear Channel Communications, Nickelodeon Universe, MTV Networks, Co., Gerstlauer and their respective affiliated entities, their corporate licensees, shareholders, directors, and representatives of each of them (collectively, "Released Parties") as follows, namely:

THAT THE UNDERSIGNED FOR HIMSELF (herself, themselves), his (her, their) heirs, executors, administrators and assigns does (do) hereby forever exonerate, release, acquit and discharge Released Parties, and each of them and their respective agents, officers, employees, heirs, executors, administrators, successors and assigns of and from all claims, demands, damages, actions, suits, debts, liabilities and causes of action of every nature which the undersigned might have against Released Parties, their agents, officers, employees, heirs, executors, administrators, successors and assigns by reason of any damage, loss or injury, either to person or property, or both, resulting from the entry by the undersigned on the shopping center premises, conducting personal business thereon and/or participating in contest; the undersigned voluntarily assuming all risk of accident to his or her 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 Released Parties during such period.

The undersigned does (do) hereby agree to indemnify, defend and hold Released Parties, 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 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 _____

Name (Please Print) _____

By (Signature) _____

Address _____

City _____ State _____ Zip _____