



**WAIVER AND RELEASE OF LIABILITY
ADULT**

I, _____, in consideration of my participation in Cycle EastLake! 2010 being administered, or operated by the EastLake Educational Foundation at the Otay Ranch Town Center (the "Mall"), for the period of May 16th, 2010 from 7:30am through 1:00pm, do hereby release and forever discharge the Mall, its owner, and managing agent, if any, their officers, directors, agents, employees, shareholders, and assigns (collectively, the "Released Parties") from any and all claims, demands, causes of actions, suits, damages costs and expenses for any and all personal injuries, loss of time, pain and suffering or property damage arising out of or occurring in connection with the above activity.

I recognize and acknowledge that my participation in the program **is solely at my own risk**. I acknowledge that my participation in the program may expose me to risk of injury or possibly demise. I further understand that this Waiver and Release is absolute as to all claims, demands, causes or actions, suits, damages, costs and expenses which could occur while I am participating in this program except those claims or demands arising out of gross negligence of the Owner or Managing Agent, if any.

I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH.

SIGNED (date) _____, 2010

Signature of Participant

Participant Name

Witness

**THIS HOLD HARMLESS AGREEMENT IS ANNEXED TO AND BECOMES
A PART OF ANY OTHER DOCUMENT CONCERNING THIS PARTICULAR EVENT**