



**WAIVER AND RELEASE OF LIABILITY
ADULT and MINOR**

I, _____, in consideration of my own and my child's participation in the Cycle EastLake! 2010 program being administered or operated by the EastLake Educational Foundation at Otay Ranch Town Center (the "Mall"), for the period of May 16th 2010 from 7:30am through 1:00pm, do hereby, on my behalf and on behalf of my minor child, 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 own and my minor child's participation in the program **is solely at our own risk**. I acknowledge that our participation in the program may expose us 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 myself and my minor child are 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 THIS _____ day of _____, 2010.

Signature of Adult Participant/Lawful Guardian

Printed Name of Adult and Minor Participants

Signature of Witness

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