

**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the maximum extent permitted by law, the undersigned (the "Releasing Party"), hereby agrees to release, indemnify, defend and hold harmless Bayer Properties, L.L.C., Bayer Development Company, L.L.C. and their affiliates, and each of their respective owners, officers, managers, members, directors, trustees, employees, shareholders and agents (hereinafter collectively referred to as the "Released Parties") from and against any and all liabilities, claims, losses, damages and expenses, including, but not limited to, attorneys' fees, arising out of, or connected with the Releasing Party's acts or omissions, the Releasing Party's use and occupancy of or any participation in events at the development commonly known as The Summit Birmingham (the "Property"), including, but not limited to, event preparation and set up and take down. The Releasing Party acknowledges and agrees that the Releasing Party has been granted no right to occupy or use any portion of the Property and will immediately leave the Property, upon the request by any representative of Bayer Properties, L.L.C.

In addition to the foregoing, to the maximum extent permitted by law, the Releasing Party hereby releases the Released Parties from and against any claim, damage, action, penalty, liability or judgment arising out of any loss, theft, burglary, robbery, damage, fire or other loss caused by casualty, or any other reason, to any of the Releasing Party's possessions or personal property of any kind, including without limitation, equipment, instruments, supplies, prizes, merchandise or exhibits, which are located on the Property.

**RELEASING PARTY:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_