

PARTICIPANT RELEASE AND WAIVER OF LIABILITY

KNOW ALL MEN BY THESE PRESENTS:

In consideration of participating in the Haywood Mall Cornhole Tournament ("Event"), I represent that I understand the nature of the Event and that I am in good health and in proper physical condition to participate in the Event. I acknowledge that I am responsible for my own safety while participating in the Event and if I believe Event conditions are unsafe, I will immediately discontinue participation in the Event. I will not act, or fail to act, in a manner that creates unsafe conditions for myself or others.

I fully understand that this Event may involve risks of bodily injury, including serious bodily injury or death, which may be caused by my own or others actions, or inactions, or the conditions in which the Event takes place, and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully and voluntarily accept and assume all such risks and responsibility, both known and unknown, for any injury, death, losses, costs, expenses, claims, demands, damages or liability whatsoever (a "Loss"), incurred as a result of my participation in or presence at the Event, whether caused by the act, omission or negligence of myself, other participants, Bellwether Properties of South Carolina, Limited Partnership, or any other person released below.

THAT THE UNDERSIGNED FOR HIMSELF (herself, themselves), his (her, their) heirs, executors, administrators and assigns does (do) hereby forever exonerate, release, acquit and discharge Bellwether Properties of South Carolina, Limited Partnership, CPI-Haywood Corporation, Simon Haywood, LLC, Simon Property Group, Inc., Simon Property Group, L.P., Simon Brand Ventures, LLC and each of them and their respective agents, officers, employees (collectively, "Releasees") from all claims, demands, damages, actions, suits, debts, liabilities and causes of action of every nature which the undersigned might have against Releasees, 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 participation in the Event; the undersigned voluntarily assuming all risk of accident to his or her person and property.

I further grant to Releasees the right to make use of my name and/or likeness or photograph in subsequent brochures, materials, advertisements, and/or events and on any social media forums.

I expressly agree that this Participant Release and Waiver of Liability is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full force and effect.

I warrant that I am of legal age and that I have read and fully understand the foregoing terms and I understand that by signing my name below I give up every right I may have for any claims resulting from my participation in the Event and agree to indemnify the Releasees for claims and injuries I may cause.

I represent and warrant that I am the parent or legal guardian of the Participant named above, that I am the legal age and that I have read and fully understand the foregoing Participant's release and agree for Participant and Participant's heirs, successors and assigns and for Participant's legal representatives to be bound by the terms thereof.

Dated this _____ day of _____, 2023.

Printed Name of Participant: _____

Signature: _____

Address _____

City _____ State _____ Zip _____