# Irvine Company Release

For the convenience of its guests, Irvine Management Company ("IMC") has granted access to retailers and vendors supplying dog related amenities and other services (the "Services"). In consideration of IMC providing to me access to such Services, I agree that Irvine Management Company, The Irvine Company LLC, and any person or entity controlling, controlled by, or under common control with each such entity, and each of their respective officers, employees, directors and shareholders (the "Releasees") shall have no liability for any loss, damage or injury to me, my pet, third parties, or property from any contact with or use of the Services.

ON BEHALF OF MYSELF AND MY FAMILY, HEIRS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES AND ANYONE ELSE ACTING ON MY BEHALF, I ACKNOWLEDGE AND AGREE THAT MY PARTICIPATION IN THE SERVICES IS ENTIRELY VOLUNTARY AND THAT BY USING THE SERVICES I (A) ASSUME ALL RISKS OF INJURY, LOSS OF LIFE AND DAMAGE TO PERSON AND PROPERTY (INCLUDING PETS) THAT MAY OCCUR IN CONNECTION WITH THE SERVICES, AND (B) IRREVOCABLY WAIVE, RELEASE, DISCHARGE AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, RIGHTS, OBLIGATIONS AND CAUSES OF ACTION OF ANY KIND OR NATURE DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH OR RESULTING FROM MY RELATIONSHIP WITH OR USE OF THE SERVICES.

I acknowledge that I am familiar with the provisions of California Civil Code § 1542, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." I, being aware of said code section, hereby expressly waive any rights I may have thereunder, as well as any other statute or common law principles of similar effect.

No modification or waiver of the terms of this Irvine Company Release shall be effective unless in a writing signed by myself and an authorized Office of IMC. This Irvine Company Release shall be governed by and interpreted under the laws of the State of California.

By accessing the Services I am indicating my agreement to this Irvine Company Release. I acknowledge and agree that the Code of Conduct at Newport Coast Shopping Center requires that dogs be leashed at all times, and that I will not bring any dogs with a history of aggressive behavior on the premises. I acknowledge that I have carefully read, or have had read to me, and understand this Irvine Company Release in its entirety, and that I understand it is a complete release, and that I have voluntarily agreed to this Irvine Company Release.