

RELEASE AND INDEMNIFICATION AGREEMENT

The City of North Miami hereby grants the Miami Heat Limited Partnership, a Florida limited partnership ("MHLP") permission to access, and provide such services and equipment necessary therefor, the Joe Celestin Center located at 1525 NW 135th Street, North Miami, FL 33167 ("Venue"), in connection with the proposed installation of a Learn and Play Center at that same location, on the date(s) and time(s) determined solely by MHLP (the "Activities").

Venue acknowledges that it has not been selected to be the recipient of such activities and the determination to do so shall be at the sole discretion of MHLP. In consideration for the Learn and Play Center as described above, Venue agrees: (a) that MHLP, Basketball Properties, Ltd., Blue Cross Blue Shield of Florida, the National Basketball Association, American Airlines and Miami-Dade County and each of their respective partners, assignees, officers, directors, subsidiaries, employees, agents, (collectively, the "Released Parties") are hereby released from any and all damages or claims which the undersigned may incur which result, directly or indirectly, from any Activities and (b) not to sue any of the Released Parties (or to file a claim with any of the Released Parties' insurance providers) for any and all claims arising out of the Activities, whether or not arising from the negligence of any of the Released Parties, except claims involving injuries or property damage caused by the gross negligence or intentional acts of the Released Parties. MHLP reserves, in its sole discretion, the right to withdraw from the Learn and Play Center project for any reason and the right to require remediation, prior to the installation of such Center in the event MHLP reasonably determines that mold is present in the Venue.

The Venue acknowledges and agrees that the Released Parties reserve the right to use the Venue's name and actions (collectively "Information") in connection with its participation in the Activities for promotional or archival purposes without compensation or other consideration. Additionally, the Venue hereby releases the Released Parties from any claims arising out of, or in connection with, the use of the Information.

The Venue further agrees that it will be responsible for property damage or personal injury caused by its negligence, as well as for the upkeep, maintenance and/or operation of the Venue, once the improvements by MHLP have been completed and accepted. The Venue further acknowledges that MHLP has no right or obligation to use, maintain, upkeep or operate the Venue and the access rights granted hereunder are merely to occupy the Venue for a limited period of time for purposes of performing the Activities. Further, to that end, Venue shall be solely responsible for any damage to the premises or injury to persons and/or their personal property while on the premises and agrees that it shall indemnify, save and hold harmless the Released Parties, and at the request of any of the Released Parties, will defend all and any of the Released Parties, from and against any and all claims and damages against any of the Released Parties arising from any of the Activities, except with respect to claims involving injuries or property damage caused by the gross negligence or intentional misconduct of MHLP. Further, nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City of North Miami's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

If any provision or part of any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect the remaining provisions of this Agreement which shall continue in full force and effect. This Agreement shall be governed by Florida law. Further, the Released Parties shall be limited to an action for damages at law for any breach of this Agreement by the undersigned. For the purposes of clarity, it is expressly agreed upon between the parties that the Released Parties shall not be entitled to equitable or injunctive relief.

Notices to the Venue shall be sent to the following:

To CITY:

City of North Miami
Attn: City Manager

776 NE 125th Street
North Miami, FL 33161

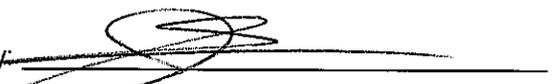
With a copy to:

City of North Miami
Office of the City Attorney
776 NE 125th Street
North Miami, FL 33161

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their respective proper officers duly authorized the day and year first written above.

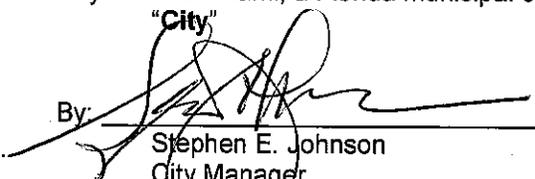
CITY OF NORTH MIAMI

ATTEST:
Corporate Secretary or Witness:

By: 
Print Name: JEFFERSON GEIMER
Date: 1/15/13

By: 
Print Name: Annalisa Walker
Date: 1/15/13

ATTEST:
By: 
Michael A. Etienne, Esq.
City Clerk

City of North Miami, a Florida municipal corporation:
"City"
By: 
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Regine M. Monestime, Esq.
City Attorney

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