

RELEASE OF LIABILITY

THIS IS A WAIVER AND RELEASE DOCUMENT.

PLEASE READ IT CAREFULLY BECAUSE YOU ARE RELEASING RIGHTS THAT YOU MAY HAVE.

MMA Renewable Ventures, LLC, MMA NAFB Power, LLC, Solar Star NAFB Power, LLC, Municipal Mortgage & Equity, LLC, and any affiliates thereof (hereafter, collectively referred to as the "Company") have agreed to allow _____, (hereafter, referred to as the "Visitor") to participate in a guided tour (hereafter, the "Tour") of the Solar Power System at Nellis Air Force Base (hereafter, the "Base") upon the conditions contained in this Release of Liability (hereafter, the "Agreement"). The Company and the Visitor agree as follows:

1. The Company wishes to provide the Tour of the Base to the Visitor and the Visitor wishes to participate in the Tour of the Base guided by the Company.

2. The Visitor recognizes that the Base may present inherently dangerous conditions and that he or she may sustain serious injury as a result of engaging in the Tour. In exchange for the privilege of participating in the Tour guided by the Company or its representatives, the Visitor hereby:

- a. represents that he or she:
 - (i) is in good physical condition, and
 - (ii) is familiar with and knows how to engage in any physical activity that he or she engages in pursuant to this Agreement;
- b. assumes all risk of injury or damage which may result from any physical activity the Visitor engages in pursuant to this Agreement;
- c. agrees that the Company has no duty to:
 - (i) maintain the Base or any equipment at the Base,
 - (ii) train or instruct the Visitor on how to properly participate in the Tour or the proper use of any equipment at the Base,
 - (iii) warn the Visitor regarding possible risks associated with engaging in any type of physical activity the Visitor engages in pursuant to this Agreement, or
 - (iv) train or instruct the Visitor on how to engage in any physical activity the Visitor engages in pursuant to this Agreement;
- d. releases and discharges fully the Company and its officers, directors, shareholders, employees, agents, and representatives from any and all claims, liabilities, and causes of action whatsoever which the Visitor has, had, or may have against them as a result of the Visitor's participation in the Tour, including but not limited to, claims for bodily injury, property damage, wrongful death, emotional distress, and lost income; arising out of any claims of negligence or breach of contract;

4. The Company and the Visitor agree that this Agreement shall be binding upon their successors and assignees. Each represents that it has not transferred to any person or entity any of the rights released or transferred through this Agreement.

Release of Liability for Tour of Solar Power System at Nellis Air Force Base

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5. If a court of competent jurisdiction declares or determines that any provision of this Agreement is invalid, illegal, or unenforceable, the invalid, illegal or unenforceable provision(s) shall be deemed not a part of the Agreement, but the remaining provisions shall continue in full force and effect.

6. The laws of the State of Nevada shall govern the construction and enforcement of this Agreement, except that the Agreement shall be interpreted as though drafted jointly by the Visitor and the Company.

Visitor's Name (printed): _____

Visitor's Signature: _____

Visitor's Business/Company Affiliation: _____

Date Signed: _____

Please return completed form(s) via one of the following methods:

e-mail: energysymposium@unlv.edu

Fax: (702) 939-4607

Mail along with a check for \$10/person payable to:
"Board of Regents – University of Nevada, Las Vegas"

4045 S. Spencer St., Suite 306
Las Vegas, NV 89119
ATTN: OSEP – NAFB Tour

An online payment option will be available July 31 via the OSEP web site:
<http://osep.unlv.edu/Esy2008/tour.html>