

HILLSDALE
SHOPPING CENTER

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July 27, 2001

Troy Wilks

Re: Rollerblading Accomodation

Dear Mr. Wilks:

This will confirm that the Hillsdale Shopping Center has agreed to accommodate your physical disability by allowing you to rollerblade within the Shopping Center, something that other persons are not allowed to do. Your right to rollerblade within the Shopping Center is subject to your agreement to the following understandings and conditions:

1. You must conduct yourself in a safe and responsible manner at all times, taking into account that all other patrons are walking and you must limit your speed and movement accordingly.
2. When moving from one floor to another within the Shopping Center, you should use an elevator (rather than an escalator or stairs) whenever possible in order to minimize the risk of injury to yourself and others. You should also be aware that the Shopping Center makes wheelchairs available to patrons at no cost; we encourage you to use a wheelchair whenever possible.
3. While you are in the Shopping Center, you agree to wear a visible badge which confirms your right to rollerblade in the Shopping Center. This is actually for your benefit, since it will enable our security personnel to identify you as an authorized rollerblader. Without such a badge, they would constantly be stopping you to explain the Shopping Center's general policy on rollerblading.
4. Please bear in mind that the right to rollerblade in the Shopping Center does not automatically give you the right to rollerblade within individual stores. While we have no objection to your rollerblading within individual stores, we are not in a position to force stores to similarly accommodate you. However, you are welcome to show this letter to individual stores in order to persuade them to allow you access on rollerblades.

5. You agree to release the Shopping Center from any and all liability for injuries you suffer while rollerblading in the Shopping Center. We maintain the Shopping Center in a condition which is safe for persons who are walking or traveling in wheelchairs; you agree that this is an appropriate standard of care and you agree to assume the risk that there are unknown or unsuspected hazards within the Shopping Center for persons on rollerblades. In this regard, we encourage you to wear appropriate protective gear at all times (knee pads, elbow pads, wrist guards, and helmet).
6. You agree to accept liability for and to hold the Shopping Center harmless for any injuries or damages you cause to persons or property while in the Shopping Center. In this regard, we encourage you to obtain homeowners insurance or some other form of liability insurance, if you do not have it already.
7. The Shopping Center reserves the right to revoke this letter at any time if you fail to abide by these conditions or if the Shopping Center determines that this accommodation is unreasonable or poses a hardship for any reason. Upon revocation, you agree to return the aforementioned badge, which remains the property of Hillsdale Shopping Center, to the undersigned or other management personnel.

If you are in agreement with the foregoing conditions, please sign below and return the original letter to me. Once you have returned the signed letter to me, you are authorized to begin rollerblading within the Shopping Center.

If you have any remaining questions, feel free to call me.

Nancy Williams, Director of Operations

[Signature redacted]

I accept and agree to the foregoing conditions.

Troy Wilkes [signature redacted]

Dated: 8/20/01