

Jimmy Kimmel LA Bowl, SoFi Stadium and Hollywood Park

PERFORMANCE WAIVER OF LIABILITY, MEDIA RELEASE, AND HOLD HARMLESS AGREEMENT (18 YEARS OF AGE AND OLDER)

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING.

Event Date(s): Date of Rehearsal (if applicable) and December 17, 2022.

Activities: Rehearsal and/or Live Performance at the 2022 Jimmy Kimmel LA Bowl at Sofi Stadium and Hollywood Park.

The Jimmy Kimmel LA Bowl is the collegiate football bowl game (the “**Bowl Game**”) being held at SoFi Stadium (the “**Stadium**”) in Inglewood California. In connection with the Bowl Game, certain events will be held in in SoFi Stadium, American Airlines Plaza and the adjacent parks, open space, and walkways (collectively, the “**Premises**”). On the dates set forth above, the Bowl Game and related pre-game activities are being held on the Premises (collectively, the “**Event**”), and the activities identified above (the “**Activities**”) are being offered as part of the Event.

I, the undersigned, agree as follows:

1. While on the Premises, I agree that I will abide by all posted signs and all rules applicable to the Premises including, without limitation, all safety regulations, and comply with all directives given by the Event host and the venue.
2. I understand the Activities involves inherent risks and I assume the risk and full responsibility for personal injury, death, exposure to communicable diseases, viruses, bacteria or illnesses, or the causes thereof, including without limitation exposure to the novel coronavirus SARS-CoV-2 and any resulting complication or disease (including but not limited to COVID-19 together with any mutation, adaptation or variation thereof), property damage and property theft I may suffer or incur as a result of engaging or participating in the Activities or otherwise while on the Premises, and on behalf of myself and each of my successors, heirs and assigns, I unconditionally and irrevocably release and forever discharge LA Bowl, LLC, Stadco LA, LLC, Pincay RE, LLC, Performance Company LA, LLC, Hollywood Park Retail/Commercial Investors, LLC, Hollywood Park Residential Investors, LLC, HP ResidentialCo 2021, LLC, Hollywood Park Land Company, LLC, Hollywood Park Management Company, LLC, Legends Hospitality, LLC, , HP DistrictCo LA, LLC, DataCo LA, LLC, TechCo LA, LLC, ParkingCo LA, LLC, Blue & Gold Tenant, LLC, HPMU4 LA, LLC, LA Rams Tenant, LLC, Kroenke Sports & Entertainment, LLC, the National Football League, an unincorporated association, the NCAA, the Football Bowl Association, the Mountain West Conference, the PAC-12 Conference, the schools and/or teams playing in the Bowl Game, ESPN, ABC, Jimmy Kimmel, and all of their respective affiliates, members, officers, directors, employees, agents and successors and assigns (collectively, the “**Released Parties**”) from all claims, causes of action, damages, and liabilities whatsoever, including but not limited to, for personal injury, death, property damage or property theft, arising from or in any way related to, my engagement or participation in the Activities or my presence on the Premises, whether caused by the acts or omissions of myself, the Released Parties, other third parties, or anything else (collectively, the “**Released Claims**”).
3. I agree to indemnify, defend and hold harmless the Released Parties from and against all Released Claims, including attorneys’ fees, caused by my negligence or willful or intentional conduct while on the Premises.
4. I agree to pay for any damage caused by my negligence or willful or intentional conduct while on the Premises.

5. I understand that photographs, videotapes, and other audio or visual recordings will be made of participants during the Event, and by signing below, I consent and give permission for the Released Parties to use my name, image, likeness, appearance, voice, photographs, film or other video images taken of me (collectively, “**Images**”) during the Event and any related activit(y)/(ies), and all materials created by or on behalf of the Released Parties that incorporate any of the foregoing and any related activit(y)/(ies) (collectively, the “**Materials**”) for commercial, promotional and publicity efforts, including for the Materials to be published, used, exhibited, broadcast, modified, altered, edited, publicly performed, exploited, or otherwise used in print, on line and in electronic media and any combination thereof. I further irrevocably grant the Released Parties the perpetual, worldwide, royalty-free, freely assignable and transferable right and license to use the Images and Materials in any media or technology now known or hereinafter developed, I understand, acknowledge, and agree that any rights I may have in the Images or Materials are hereby assigned to the Released Parties, and the Released Parties shall be entitled to use, assign, or license to others the right to use any materials or derivative works containing the Images or Materials. I waive any right to inspect or approve any materials created using the Images.
6. I grant the Released Parties my authorization and consent to administer general first aid treatment for any minor injuries or illness I may experience. In the event of an emergency situation requiring medical treatment, I authorize the Released Parties to seek medical care for me, including transport to a medical facility, at my expense. I authorize any physician, medical provider, or facility to provide any emergency medical care and agree to be financially responsible for any costs incurred as a result of such treatment. I acknowledge and agree that the Released Parties have no obligation to render assistance to me.
7. I agree that I am under no pressure or duress to sign this document and that I have been given sufficient time to review and understand it before signing it. I acknowledge I am free to have my own attorney review this document before I sign it. I agree that any rule of law wherein ambiguities are construed against the drafter of a document shall not apply to this document and I affirmatively waive it with respect to this document. This document shall be governed by the law of the State of California, irrespective of its choice of law or conflicts of law principles.

Print Name: _____

Sign Name: _____

Date: _____, 2022

Jimmy Kimmel LA Bowl, SoFi Stadium and Hollywood Park

**PERFORMANCE WAIVER OF LIABILITY, MEDIA RELEASE, PRIVACY NOTICE AND
HOLD HARMLESS AGREEMENT (UNDER 18 YEARS OF AGE)**

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING.

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Activities: Rehearsal and/or Live Performance at the 2022 Jimmy Kimmel LA Bowl at Sofi Stadium and Hollywood Park.

The Jimmy Kimmel LA Bowl is the collegiate football bowl game (the “**Bowl Game**”) being held at SoFi Stadium (the “**Stadium**”) in Inglewood California. In connection with the Bowl Game, certain events will be held in in SoFi Stadium, American Airlines Plaza and the adjacent parks, open space, and walkways (collectively, the “**Premises**”). On the date set forth above, the Bowl Game and related pre-game activities are being held on the Premises (collectively, the “**Event**”), and the activities identified above (the “**Activities**”) are being offered as part of the Event.

I hereby certify that I am the adult parent or guardian of _____, a minor child under the age of eighteen years, and consent to his/her participation in the Activities. In consideration of the privilege of my child’s participation in the Activities, I, the undersigned, agree, personally and on behalf of my minor child, as follows:

1. While on the Premises, I agree that my child will abide by all posted signs and all rules applicable to the Premises including, without limitation, all safety regulations, and comply with all directives given by the Event host and the venue.
2. I understand the Activities involves inherent risks and I assume the risk and full responsibility for personal injury, death, exposure to communicable diseases, viruses, bacteria or illnesses, or the causes thereof, including without limitation exposure to the novel coronavirus SARS-CoV-2 and any resulting complication or disease (including but not limited to COVID-19 together with any mutation, adaptation or variation thereof), property damage and property theft my child may suffer or incur as a result of engaging or participating in the Activities or otherwise while on the Premises, and on behalf of myself and each of my successors, heirs and assigns, I unconditionally and irrevocably release and forever discharge LA Bowl, LLC, Stadco LA, LLC, Pincay RE, LLC, Performance Company LA, LLC, Hollywood Park Retail/Commercial Investors, LLC, Hollywood Park Residential Investors, LLC, HP ResidentialCo 2021, LLC, Hollywood Park Land Company, LLC, Hollywood Park Management Company, LLC, Legends Hospitality, LLC, , HP DistrictCo LA, LLC, DataCo LA, LLC, TechCo LA, LLC, ParkingCo LA, LLC, Blue & Gold Tenant, LLC, HPMU4 LA, LLC, LA Rams Tenant, LLC, Kroenke Sports & Entertainment, LLC, the National Football League, an unincorporated association, the NCAA, the Football Bowl Association, the Mountain West Conference, the PAC-12 Conference, the schools and/or teams playing in the Bowl Game, ESPN, ABC, Jimmy Kimmel, and all of their respective affiliates, members, officers, directors, employees, agents and successors and assigns (collectively, the “**Released Parties**”) from all claims, causes of action, damages, and liabilities whatsoever, including but not limited to, for personal injury, death, property damage or property theft, arising from or in any way related to, my child’s engagement or participation in the Activities or my child’s presence on the Premises, whether caused by the acts or omissions of my child, the Released Parties, other third parties, or anything else (collectively, the “**Released Claims**”).
3. I agree to indemnify, defend and hold harmless the Released Parties from and against all Released Claims, including attorneys’ fees, caused by my child’s negligence or willful or intentional conduct while on the Premises.

4. I agree to pay for any damage caused by my child’s negligence or willful or intentional conduct while on the Premises.
5. I understand that photographs, videotapes, and other audio or visual recordings will be made of participants during the Event, and by signing below, I consent and give permission for the Released Parties to use the name, image, likeness, appearance, voice, photographs, film or other video images taken of my child (collectively, “**Images**”) during the Event and any related activit(y)/(ies), and all materials created by or on behalf of the Released Parties that incorporate any of the foregoing and any related activit(y)/(ies) (collectively, the “**Materials**”) for commercial, promotional and publicity efforts, including for the Materials to be published, used, exhibited, broadcast, modified, altered, edited, publicly performed, exploited, or otherwise used in print, on line and in electronic media and any combination thereof. I further irrevocably grant the Released Parties the perpetual, worldwide, royalty-free, freely assignable and transferable right and license to use the Images and Materials in any media or technology now known or hereinafter developed, I understand, acknowledge, and agree that any rights I or my child may have in the Images or Materials are hereby assigned to the Released Parties, and the Released Parties shall be entitled to use, assign, or license to others the right to use any materials or derivative works containing the Images or Materials. I waive any right to inspect or approve any materials created using the Images.
6. I grant the Released Parties my authorization and consent to administer general first aid treatment for any minor injuries or illness my child may experience. In the event of an emergency situation requiring medical treatment, I authorize the Released Parties to seek medical care for my child, including transport to a medical facility, at my expense. I authorize any physician, medical provider, or facility to provide any emergency medical care and agree to be financially responsible for any costs incurred as a result of such treatment. I acknowledge and agree that the Released Parties have no obligation to render assistance to my child.
7. I agree that I am under no pressure or duress to sign this document and that I have been given sufficient time to review and understand it before signing it. I acknowledge I am free to have my own attorney review this document before I sign it. I agree that any rule of law wherein ambiguities are construed against the drafter of a document shall not apply to this document and I affirmatively waive it with respect to this document. This document shall be governed by the law of the State of California, irrespective of its choice of law or conflicts of law principles.

I am the parent or legal guardian of the individual named above; I consent to that individual participating in the Activities; I have read this document and agree to the provisions stated in it; and I am signing this document in my capacity as the parent or legal guardian of the individual named above and on behalf of the individual named above.

Print Parent/Guardian Name: _____

Sign Parent/Guardian Name: _____

Date: _____, 2022

COPPA PRIVACY NOTICE, PARENTAL CONSENT FORM

We at LA Bowl and SoFi Stadium seek to comply with the Children’s Online Privacy Protection Act, otherwise known as COPPA.

You are viewing this notice because you are the parent or guardian of a child under the age of 13 and would like your child to attend the Bowl Game and related events and activities (collectively, the “**Event**”).

This notice describes our practices concerning the collection, use, and disclosure of your child’s personal information. Please note this COPPA Consent Form supplements, and should be read in conjunction with, SoFi’s Privacy Policy at <https://www.sofistadium.com/privacy-policy/> (collectively, the “**Privacy Notice**”).

1. Parental Consent Required

We require the consent of a parent or guardian before we collect, use, or disclose your child’s personal information. If you do not consent, we will not collect, use, or disclose any personal information about your child, but your child will not be able to participate in the Event.

2. What Information We Collect

Some of the information we collect may personally identify your child (“**personal information**”). The types of personal information may include:

- Name;
- Age; and
- Photograph and/or video.

Other data derived from your child is treated as non-personal information, unless it is combined with personal information or otherwise required by applicable law.

3. How Your Child’s Information May Be Used

We may use your child’s personal information to:

- facilitate participation in the Event;
- provide our products and services to your child;
- generate reporting regarding the Event and use of our products and services;
- respond to your requests, feedback or inquiries;
- notify you about updates, information, or alerts regarding our products and services;
- comply with laws, regulations, and other legal requirements;
- protect the integrity and maintain the security of our products and services;
- operate, evaluate and improve our business, including conducting surveys and market research, developing new products, services, and promotions (such as, for example, special events, programs, offers, contests), analyzing and enhancing existing products, services, and promotions, managing our communications; performing accounting, auditing, and other internal functions; and
- provide you with information and advertisements about products, services, and promotions from us or third parties, that may interest your child.

We may also use your child’s information as described in any notice provided at the time you provide the information; and for any other purpose for which you may provide consent.

4. How Your Child’s Information May Be Shared

We may share personal information with our trusted partners, service providers, and vendors to help us with the uses described in the How Your Child’s Information May Be Used section. Except as provided in the Privacy Notice, we do not share your child’s personal information with any third parties without your express prior authorization or as required by applicable law.

5. How We Verify Consent

We obtain verifiable consent to the collection, use, and disclosure of your child's personal information by having you sign and submit the consent form below.

6. Contact Us

If you have questions or comments about our data collection practices concerning your child, please send us an email at [insert email].

CONSENT TO PARTICIPATE IN THE LA BOWL EVENT

I, _____ (*print parent/guardian name*), the parent or legal guardian of _____ (*print child's name*), have had the opportunity to review the COPPA Consent Form and SoFi Stadium's Privacy Policy. By signing below, I certify my consent and authorize the collection, use, and disclosure of my child's personal information as described above in the COPPA Consent Form and SoFi Stadium's Privacy Policy.

Print Name: _____

Signature: _____ Date: _____