

ANGELS BASEBALL
ADULT CONSENT
INDEMNIFICATION AND RELEASE AGREEMENT

PLEASE READ CAREFULLY! BY SIGNING THIS ADULT CONSENT, INDEMNIFICATION AND RELEASE AGREEMENT (“AGREEMENT” OR “RELEASE”) YOU ARE CONSENTING TO THE WAIVER AND RELEASE OF CERTAIN LEGAL RIGHTS AS SET FORTH IN THIS AGREEMENT!

FOR AND IN CONSIDERATION of my participation in and use of any of the premises and being permitted to enter onto the facilities commonly known as Angel Stadium of Anaheim (including transportation to and from) and from the use of any equipment supplied to me or used by me in connection therewith and the event entitled Strides for Disability (collectively, “Participation”), to the fullest extent permitted by applicable laws, I, [name] DO HEREBY agree as follows:

1. I ACKNOWLEDGE THAT THERE EXISTS A RISK OF SERIOUS INJURY (KNOWN OR UNKNOWN) TO ME, WHICH MAY INCLUDE PERMANENT DISABILITY OR PARALYSIS, ILLNESS, OR DEATH, IN CONNECTION WITH MY PARTICIPATION AND I ASSUME FULL RESPONSIBILITY FOR, AND ALL RISK OF, any bodily injury, death or property damage that I may suffer for any reason due to my Participation or from being on the premises or from the condition of any property, facilities or equipment used thereon. I acknowledge that I am in good health and physically capable of Participation.

2. COVID-19 IS AN CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. I, ON MY OWN BEHALF AND ON BEHALF OF ANY MINOR(S) AND ACCOMPANYING PARTIES, AGREE TO (1) ASSUME ALL RISKS ASSOCIATED WITH COVID-19 AND OTHER COMMUNICABLE DISEASES, AND (2) COMPLY WITH ALL RELATED HEALTH & SAFETY POLICIES OF ANGELS AND THE BALLPARK OWNER/OPERATOR.

3. I agree to immediately advise an Angels employee of any unsafe condition that I observe and will refuse to participate until all unsafe conditions observed by me have been remedied.

4. I RELEASE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS the City of Anaheim; Angels Baseball LP; Moreno Baseball Companies, Inc.; Angels Baseball Foundation; LAA1 LLC dba KLAA AM830; MLB Entities; Easterseals Southern California; James Event Productions; and/or each of their respective parent, related, affiliate and subsidiary companies (altogether, “Company Releasees”) and each Company Releasees’ respective officers, directors, employees, volunteers, or agents (collectively, the “Releasees”) of and from any and all claims, causes of action, damages, liabilities or expenses (collectively, “Claims”), known or unknown, existing now or in the future, that I, my spouse, heirs, assignees, next of kin and/or legally appointed or designated representatives may now or hereafter have against the Releasees, arising in any way out of my Participation, and regardless of any fault or negligence on the part of the Releasees, except to the extent that such Claims are determined by a court of competent jurisdiction to have been caused by the Releasees’ gross negligence or willful misconduct. “MLB Entities” means MLB Advanced Media, L.P.; the Office of the Commissioner of Baseball; its Bureaus, Committees, Subcommittees and Councils; Major League Baseball Properties, Inc. (doing business in its own name and as Major League Baseball Productions); The MLB Network, LLC; Tickets.com, Inc.; the Major League Baseball Clubs and each of their subsidiaries or affiliated entities; any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Baseball Clubs or the Office of the Commissioner of Baseball; and the directors, officers and employees of the above entities.

5. I further agree to indemnify and hold each of the Releasees harmless from and against any such Claims including, but not limited to, all attorneys’ fees, costs, and disbursements through trial and any appeal arising in any way out of my Participation. I HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY CALIFORNIA CIVIL CODE SECTION 1542 and do so understanding and acknowledging the significance of this specific waiver of Section 1542. Section 1542 states 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.”

6. If I become injured or ill in connection with the Participation, I hereby authorize the Releasees to administer, or cause and consent to the administration of, whatever first aid, medical care, dental care or other treatment and medications as may be necessary under the circumstances, including treatment by a physician, dentist or hospital, although I hereby acknowledge that the Releasees have no obligation to do so and that the Releasees do not endorse the services of any physician or hospital that may treat me. I understand that I will be financially responsible for the cost of any such care, treatment or medication and that the Releasees will have no obligation to pay any such costs. I agree that in the event any Releasees pay for any medical care in any form in connection with my Participation, I will promptly reimburse Releasees for the full cost. I hereby release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, medical care, dental care or other treatment and medications provided by the Releasees in connection with my Participation.

7. I hereby irrevocably permit, authorize and license Angels to display, publicly perform, transmit, broadcast, reproduce, record, photograph, digitize, edit, create derivative works, exploit, sell, license, otherwise use and permit others to use my name, image, likeness, voice, professional and personal biographical information, other personal characteristics and private information and all materials created by or on behalf of Angels that incorporate any of the foregoing (“Materials”) on a perpetual basis throughout the universe and in any medium whatsoever now existing or hereafter created, including, but not limited to, in and on brochures and other print publications, electronic, optical media, social media, television broadcasts, radio broadcasts, display, and other advertising and promotional materials and the internet without further consent from or royalty, payment or other compensation to me.

8. I understand and agree that I will not promote, advertise, create future advertising, create any video or photograph for the purpose of, or in any way use my access to Angel Stadium, Angels’ personnel (including without limitation players or coaches), or any opportunity granted by signature of this Agreement to promote or advertise any product, service, or license except those offered exclusively by the Angels or pursuant to a separate agreement with the Angels or Major League Baseball. I further agree that I shall not call out, interact with, or attempt to get the attention of any Angels or away team player or coach unless first approached by the player or coach if I am permitted to enter any non-public area of Angel Stadium, including on the field.

9. If any terms or provision of this Release shall be found to be void or contrary to law or unenforceable, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term. No provision of this Release or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision. Unless prevented by law, the original signed Agreement may be destroyed in the regular course of business only after the entire Agreement has been accurately reproduced on a durable medium for reproducing the original. This reproduction shall have the same force and effect as the original Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

10. I have carefully read this document, and I know and understand what it means. My signature below is my own free act, and I intend it to be legally binding on me. This Agreement constitutes the entire understanding regarding the subject matter hereof and supersedes any prior statements, agreements or representations (written or oral) regarding that subject matter. I CERTIFY THAT I AM AT LEAST 18 YEARS OLD AND AM LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT.

Name: _____

Signature: _____

Date: _____