

WAIVER AND RELEASE OF LIABILITY

PLEASE READ THIS WAIVER AND RELEASE OF LIABILITY (“RELEASE”) CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.

Minor’s Name: _____

Parent/Guardian’s Name: _____

Address: _____

Telephone Number: _____

In consideration for allowing Minor to participate in the “Dodger Stadium FanFest Presented by State Farm” event, including, without limitation, the batting cage, the T-Ball Challenge activity, the Sports Challenge obstacle course, and the Football Kick and World of Sports activity, at Dodger Stadium on January 31, 2015 (the “**Event**”) staged by Los Angeles Dodgers LLC (the “**Dodgers**”), I, as the parent and/or legal guardian of Minor, for myself and on behalf of Minor and his/her parents, heirs, executors, administrators, next of kin, successors, and assigns, all of whom shall be legally bound by this Release, hereby agree as follows:

1. Minor is under eighteen (18) years old and I am eighteen (18) years of age or older. I acknowledge that Minor is not required to participate in the Event and that his/her participation is voluntary and solely for his/her enjoyment. I understand that Minor can withdraw from the Event at any time. Neither Minor nor I, nor anyone acting on Minor’s behalf, will be compensated by the Dodgers for Minor’s participation in the Event. We understand and acknowledge that the activities in connection with the Event may present a significant risk of personal injury to Minor and/or damage to his/her property. We also understand and acknowledge that Minor’s participation in the Event may require him/her to engage in strenuous and/or potentially dangerous activities. Neither Minor nor I are aware of any reason, medical or otherwise, why Minor should not participate in the Event, and **we are prepared to, and do, hereby accept any and all risks, whether known or unknown to Minor and/or me, of having Minor participate in the Event, including, without limitation, the risk of being hit by thrown bats and/or portions thereof and/or thrown and/or batted balls.**

2. **TO THE FULLEST EXTENT PERMITTED BY LAW, MINOR AND I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS, AND COVENANT NOT TO SUE, LOS ANGELES DODGERS LLC, CHAVEZ RAVINE LAND COMPANY LLC, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, PLAN-IT INTERACTIVE, INC., JIVE LIVE, LLC,** and their respective direct and indirect owners, stockholders, members, partners, directors, officers, employees, agents, representatives, contractors, principals, affiliated entities, mortgagees or ground lessors, servants, trustees, beneficiaries, heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereinafter individually and collectively referred to as the “**Indemnified Parties**”), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as “**Claims**”), that Minor and/or I may have or hereafter have against the Indemnified Parties by reason of any injuries that Minor may sustain, whether to his/her person and/or property, as a result of or incident to the Indemnified Parties’ negligence (whether active or passive, but not including gross negligence or willful misconduct), Minor’s participation in the Event, and/or any and all risks assumed by Minor and/or me hereunder.

3. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BEING AWARE OF SAID CODE SECTION, MINOR AND I HEREBY EXPRESSLY WAIVE ANY RIGHTS WE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

4. I agree that if Minor and/or I, or anyone acting on our behalf, commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the Indemnified Parties any of the Claims released hereunder, then we will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorneys' fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.

5. Minor and I hereby authorize and grant the right to the Dodgers and/or anyone authorized by or acting on behalf of the Dodgers to use, reproduce, publish, and/or depict Minor's name, voice, and/or likeness, in any manner that the Dodgers deem necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, exhibition, and/or exploitation of the Event and/or the Dodgers, including, without limitation, in any and all print advertisements, broadcasts, telecasts, and/or other retransmissions of or regarding the Event and/or the Dodgers. **I acknowledge and agree, on behalf of Minor and myself, that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and we hereby waive and release any and all claims that Minor and/or I may have or hereafter have against the Dodgers under those statutes or any other statutes or common law principles of similar effect.**

6. **WE UNDERSTAND THAT BY SIGNING THIS RELEASE WE ARE GIVING UP MINOR'S AND MY LEGAL RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES OR DAMAGES THAT MINOR AND/OR I MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE INDEMNIFIED PARTIES, MINOR'S PARTICIPATION IN THE EVENT, AND/OR ANY AND ALL RISKS ASSUMED BY MINOR AND/OR ME HEREUNDER.**

7. This Release shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of California.

I HAVE READ THIS RELEASE, UNDERSTAND ITS CONTENTS, AND AGREE TO ALL OF ITS TERMS.

Date: _____ By: _____

Name: _____

DECLARATION

I, _____, declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of Minor and that I am duly authorized to execute this Release on his/her behalf. I further declare that I shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims resulting from, incident to, or arising out of Minor's participation in the Event, any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

Date: _____ By: _____

Name: _____