



## SoFi Stadium Tour

### Media License and Release, Waiver of Liability/Indemnity, and Marketing Consent

SoFi Stadium (the “**Stadium**”) is a new NFL stadium that serves as the home to the NFL’s member clubs, the Los Angeles Rams and the Los Angeles Chargers. In consideration of the privilege of touring SoFi Stadium, American Airlines Plaza and the adjacent parks, open space, and walkways (collectively, the “**Premises**”) and participating in certain tour-related activities within SoFi Stadium, including activities on the playing field and in the tunnels leading to the playing field (the “**Tour**”), I, the undersigned, agree as follows:

#### Admission

- A. None of Stadco LA, LLC, Hollywood Park Management Company LLC, or Legends Hospitality, LLC, or any of their respective affiliated, subsidiary and related companies, or any of their respective predecessors and successors to any interest, their respective licensees and assignees, or the officers, directors, shareholders, agents, representatives and employees of each of them (collectively, the “**Tour Operators**”) are responsible for property damage caused by me, or lost, forgotten, damaged, destroyed, unreadable, duplicated, counterfeit or stolen tickets, which the Tour Operators may refuse to honor. The Tour Operators may change hours, cancel the Tour or close all or any portion of the Premises at the sole absolute discretion of the Tour Operators without liability or notice. I agree to obey all health and safety policies, signage and regulations, instructions, and rules, and failure to comply shall result in barred admission or ejection without remedy. Tour Operators reserve the right to deny admission to or eject any person who Tour Operators, in their sole and absolute discretion, determines poses a risk to the health and safety of other attendees or whose conduct violates these Terms, any applicable code of conduct, or is otherwise disorderly (or complicit in such conduct) without refund. I assume and accept all known and unknown risks without liability to the Tour Operators. Minors must be accompanied by an adult at all times
- B. I ACKNOWLEDGE AND AGREE THAT: (1) ALL TICKET SALES ARE FINAL AND TICKETS ARE A REVOCABLE LICENSE THAT ONLY GRANTS A ONE-TIME ENTRY INTO THE DESIGNATED AREAS OF THE PREMISES WITH NO RIGHT OF RE-ENTRY; (2) FAILURE TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS SHALL RESULT IN FORFEITURE OF SUCH LICENSE AND ALL RIGHTS ARISING UNDER IT WITHOUT REFUND AND SHALL ENTITLE THE TOUR OPERATORS TO PURSUE ALL LEGAL REMEDIES AVAILABLE INCLUDING, BUT NOT LIMITED TO, INJUNCTIVE RELIEF; (3) MY ADMISSION, AND ANY ACCOMPANYING MINORS ADMISSION, IS SUBJECT TO CAPACITY AND MY COMPLIANCE AT ALL TIMES WITH ALL TERMS, CONDITIONS, AND OTHER RESTRICTIONS IN PLACE AT THE TIME OF MY ADMISSION, INCLUDING, WITHOUT LIMITATION, RIGHTS OF TENANTS OF STADCO LA, LLC; (4) TICKET IS NON-TRANSFERABLE, VOID IF ALTERED, AND MAY NOT BE SOLD, BARTERED, DUPLICATED, EXCHANGED, USED IN VIOLATION OF ANY LAW, OR USED

FOR, OR IN CONNECTION WITH, ANY FORM OF COMMERCIAL OR TRADE PURPOSES INCLUDING, BUT NOT LIMITED TO, ANY PROMOTIONS, CONTESTS, SWEEPSTAKES, GIVEAWAYS, GAMBLING OR GAMING ACTIVITIES; (5) THE TOUR OPERATORS RESERVE THE RIGHT TO INSPECT ME AND MY PERSONAL PROPERTY (PROHIBITED ITEMS MAY BE CONFISCATED) AND/OR REFUSE ADMISSION; (6) IF, FOR ANY REASON, ADMISSION IS REFUSED OR REVOKED, OR THE TOUR IS CANCELLED AND NOT RESCHEDULED, MY SOLE AND EXCLUSIVE REMEDY IS A REFUND OF UP TO THE FACE VALUE OF THE TICKET SET BY THE TOUR OPERATORS (“**FACE VALUE**”); (7) THE LIABILITY OF THE TOUR OPERATORS FOR ANY BREACH OF ANY TERM OF THIS TICKET SHALL NOT EXCEED THE FACE VALUE; (8) IN NO EVENT SHALL THE TOUR OPERATORS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE FOR THIS TICKET; (9) ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THIS TICKET, THE TOUR, OR MY PRESENCE ON THE PREMISES SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN LOS ANGELES; (10) ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND I WAIVE ANY RIGHT TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION (THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT); AND (11) IF I DO NOT CONSENT TO THIS CLAUSE, I MUST LEAVE OR NOT ENTER THE PREMISES.

#### **MEDIA LICENSE AND RELEASE**

- A. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I give my permission and agree that, as a guest on the Premises, Hollywood Park Management Company LLC, as well as its affiliated, subsidiary and related companies, their respective predecessors and successors to any interest, their respective licensees and assignees, and the officers, directors, shareholders, agents, representatives and employees of each of them (collectively, “**HWP**”), shall have the irrevocable, perpetual, worldwide and royalty-free right but not the obligation, to photograph, film, videotape, record and otherwise use my name, voice, portrayal, picture, photo, performance, appearance, action, likenesses biographical information, and/or any other aspects of my persona, whether alone or in conjunction with others, in connection with the Tour and exploitation of the Tour as well as in connection with or for any other projects, programs or uses of or by HWP or any party designated by HWP (collectively, with the Tour, the “**Materials**”), for any and all uses, including, without limitation, promotion, publicity and advertising of any of the Materials, (a) to create derivative works of any of the Materials and (b) to reproduce (including by re-recording), duplicate, publish, use (including by re-using, adapting, editing or mixing), exhibit, publicly perform, display, distribute, transfer or transmit the Materials, any such derivative works, or any elements thereof in all media formats and versions, whether now known or hereafter developed, including but not limited to (i) over-the-air, cable and satellite and other means of radio and television broadcasting, (ii) distribution or transmission from a website or otherwise through the Internet, (iii) any other means of wireline and wireless transmission, (iv) any analogue or digital media, and (v) any print media including but not limited to any cards, posters, calendars, or photographs.
- B. I waive any opportunity and right to inspect or approve any of the Materials or reproductions of any images, videos, photographs, depictions or any use to which any of these may be put. I waive any rights of copyright ownership thereto. I understand and acknowledge that the Materials may be edited, cropped, or altered. I further acknowledge, understand, and agree that HWP will

have the right to edit, modify, add to and/or delete Materials. I acknowledge and agree that HWP has no obligation to create or use the Materials or to exercise any rights granted by this Agreement.

- C. I understand, acknowledge, and agree that any rights that I may have in the Materials are hereby assigned to HWP, that HWP shall be entitled to use, or to assign or license to others the right to use, the Materials that includes me without restriction in any medium or format whatsoever now existing or hereafter created throughout the universe in perpetuity and without liability to me, and I hereby grant any and all consents required for those purposes. I represent and warrant to HWP that any and all Materials may be exploited consistent with the terms hereof without any obligation (including, without limitation, third party payment obligations, residuals, royalties, and consent), and that all necessary consents and rights (if any) have been obtained to allow me to enter into this MEDIA LICENSE & RELEASE and grant the rights herein in connection with use of the Materials. As between me, on the one hand, and HWP and any party or parties, or combination thereof, designated by HWP or its successors, if any, on the other hand, HWP and such other party or parties shall own all rights in the Materials they or any other parties acting under their authority have made.
- D. I hereby RELEASE AND AGREE TO HOLD HARMLESS HWP, the National Football League, its Member Clubs, including, but not limited to, The Los Angeles Rams, LLC and its affiliates (the "**Rams**") and Chargers Football Company, LLC and its affiliates (the "**Chargers**"), NFL Properties LLC, NFL Ventures, Inc., NFL Ventures, L.P., NFL Enterprises LLC, NFL International LLC, NFL Productions LLC; the NFL Network, and any parties acting under HWP's authority (the foregoing parties, including without limitation the Rams and the Chargers, collectively, the "**Parties**"), from and against any and all claims and causes of action which I may have now or which I, or any of my heirs, executors, administrators, personal representatives, assigns or successors may have at any time in the future relating to the use of the Materials, including but not limited to compensation due or owing to me as a result of membership in any guild or union (including but not limited to AFTRA, SAG or AFM), claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory. Further, I agree to INDEMNIFY AND HOLD HARMLESS the Parties from and against any and all liabilities, costs, damages, claims and expenses (including, without limitation, attorney's fees) related in any way to any breach of any of my representations, warranties or covenants hereunder. I hereby represent and warrant to HWP that I own and have not previously assigned to any other person or entity the right to assert such claims. Any controversy or claim, including any controversy or claim arising out of or relating to this MEDIA LICENSE & RELEASE shall be governed by federal law, to the extent relevant, and by the laws of the State of California, without reference to choice-of-law rules or principles. Any litigation in court instituted in accordance with this paragraph shall be litigated in state or federal courts located in Los Angeles, California. I understand and agree that, under this MEDIA LICENSE & RELEASE if litigation is not chosen by HWP in connection with any controversy or claim hereunder, I will not have the right to go to court on that claim, have a jury trial on that claim or seek injunctive or other equitable relief on that claim. In any litigation of any claim or controversy in connection with this MEDIA LICENSE & RELEASE, I will not be able to participate as a representative or member of any class of claimants pertaining to that claim. For the purpose of dispute resolution, I consent to personal jurisdiction over me in Los Angeles, California, for state and federal courts located therein. I understand that HWP and the Parties are relying on this Agreement and will incur

significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part.

- E. I will not take or transmit any photographs or make any video recordings while on the Premises except as permitted as part of the tour.
- F. I warrant and represent that I have all rights necessary to enter into and perform this MEDIA LICENSE & RELEASE according to its terms and I further agree to execute such other and further documents as may be reasonably necessary to evidence the rights granted to HWP herein. My legal name is correctly stated below. I have read this MEDIA LICENSE & RELEASE, understand it and agree to be legally bound by it.
- G. 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, including its statutes of limitations, irrespective of its choice of law or conflicts of law principles.

## Waiver of Liability and Indemnity

- A. I acknowledge the Premises consist of a multi-level, 70,000 plus seat NFL stadium, with an adjacent multi-level plaza area, parks, open space and walkways, and that I have elected to participate in certain physical activities within the Premises, and there is certain inherent risk in touring the Premises and participating in such physical activities. I understand and acknowledge that physical participation associated with The Kick, The Pass, The Dash, The Shuttle, The Jump, The Catch Photo and all other available activities (collectively, the “**On-Field Activities**”) involve inherent risk and dangers of serious bodily injury, including permanent disability, paralysis, and death, as well as being exposed to and/or infected with the recent novel coronavirus and any related variants or mutations (“**COVID-19**”) disease, viral infections, bacterial infections, and other communicable diseases and illnesses, that may result in sickness, permanent disability, paralysis, and death (collectively, the “**Risks**”), and that I should not participate unless medically able and properly trained. I acknowledge that the On-Field Activities may involve strenuous and hazardous physical activities and I certify that I am in excellent physical health and have no physical limitations, medical ailments, physical or mental disabilities and that I am not under the influence of any substance that would impair my abilities or otherwise intoxicated that would prevent me from participating in the On-Field Activities. I certify that I shall comply with all applicable rules and guidelines provided in relation to the On-Field Activities. I fully realize the dangers of participating in the On-Field Activities. I also understand that by participating in the On-Field Activities, I am exposing myself to the possibility of serious illness, injury or even death to my person, as well as damage to my property. These possible illnesses, injuries, death, and/or damages may result from my own actions or inactions, as well as the actions or inactions of others, the rules of play, and the condition of the facilities and/or equipment. Further, there may be other Risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the Risks involved, and I knowingly and voluntarily accept these stated Risks and fully assume the Risks associated with such participation
- B. I grant my authorization and consent to administer general first aid treatment for any minor injuries or illnesses I experience. If the injury or illness is life threatening or in need of emergency treatment, I hereby grant my permission to Parties and their respective employees, as my attorney-in-fact, to have the power to undertake or cause to be undertaken medical treatment or procedures, including but not limited to the summoning of any and all professional emergency personnel to attend, transport (via ambulance or helicopter), and provide treatment as necessary for any injury or health problem of any nature, including but not limited to undertaking or causing the undertaking of any life saving measures, and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state in which such treatment is to occur. It is understood that this authorization is given in advance of any such medical treatment, but is given to provide authority and power on the part of Parties medical or training personnel in the exercise of their best judgment upon the advice of any such medical or emergency personnel. I further agree that I will be responsible either through medical insurance and/or personally for all costs associated with any medical treatment that may be required and that the Parties shall have no obligation to pay any of the associated medical costs.
- C. I VOLUNTARILY ASSUME ALL RISKS, HAZARDS AND DANGERS, INCLUDING THOSE RELATED TO EXPOSURE TO COVID-19. I expressly and unconditionally assume all risks and dangers of every kind and nature whatsoever known or unknown, foreseen or unforeseen, and relating or incidental to my attendance at the Tour and any activity associated therewith, including

but not limited to the Risks and lost, stolen or damaged property. I acknowledge that COVID-19 infections have been confirmed throughout the United States, including California. With regards to the risks associated with COVID-19, I acknowledge, accept and agree to the following:

- i. I agree to comply with federal, state, and local laws, order and directives related to COVID-19, including the Centers for Disease Control and Prevention (“**CDC**”) guidance on COVID-19.
  - ii. I agree to follow all instruction of HWP while on the Premises, including without limitation, requirements related to social distancing, hand sanitization, and use of face coverings. I agree not to participate in On-Field Activities if I am experiencing symptoms of COVID-19, have a confirmed or suspected case of the COVID-19, or have come in contact in the last 14 days with a person who has been confirmed to have or suspected of having COVID-19.
  - iii. I acknowledge that the proper steps have been taken by the Parties to implement the recommended guidelines and protocols issued by public health agencies for slowing the transmission of COVID-19. I acknowledge and agree that the rules and protocols that are required to be followed on the Premises may be revised at any time based on updated recommended guidelines and protocols issued by public health agencies and I further agree to comply with such revised rules and protocols.
  - iv. I acknowledge and agree that (a) COVID-19 is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented as part of the Tour, can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; and (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person’s age or health condition.
- D. I understand that participation is potentially hazardous (for example, from physical activity, dance, jumps, kicks, flexibility and ballistic moves, aerobic and anaerobic exercise, stress), and that I should not participate unless medically able and properly trained. I understand that in consideration and exchange for, and as a condition of my participation in the On-Field Activities, I knowingly and freely agree to indemnify, to hold harmless, to release from liability and not to sue, the organizer of the On-Field Activities, HWP, Legends Hospitality, LLC, the Parties, and all HWP owners, employees, volunteers, sponsors, advertisers, parent organizations, subsidiaries, affiliates, DBAs, agents, insurers, facility owners of the premises used, promoters, vendors, service providers, and related independent contractors and their officers, agents, officials, employees, successors, and/or assigns (collectively, the “**Released Parties**”) from any and every claim or right of action of any kind or nature, including claims arising from the Released Parties’ own negligence, which arises out of or results from my participation in the On-Field Activities. I also agree to indemnify and hold harmless the Released Parties from all such claims or rights of action, including costs, monetary loss or expense in anyway related to or arising out of those claims or rights of action, including attorney fees. It is my intention that this release and indemnification extend to my participation in the On-Field Activities and to my use of any and all On-Field Activities-related facilities and/or services during the On-Field Activities and any activities prior to or following the On-Field Activities. In addition, I hereby waive any and all right of recovery, claims, actions or cause of action against the Released Parties for any loss or damage which is insured against, regardless of cause or origin, including negligence of the Released Parties, and I covenant that no insures shall hold any right of subrogation against the Released Parties. If my respective insurer does not permit such a waiver without an appropriate

endorsement to my insurance policies, then I covenant and agree to notify my insurer of the waiver set forth herein and to secure from such insurer and appropriate endorsement to its respective insurance policy with respect to such waiver.

- E. It is my intention that this WAIVER OF LIABILITY AGREEMENT, and the indemnity and hold harmless provisions described above, shall cover any claim or demand for injury to or death of any person, or any damage to or destruction of any property, or any claim or demand of any kind or nature whatsoever including but not limited to, injury to or death of any person or damage to or destruction of any property, any damage to my reputation, business, or business relationships which may arise out of any acts or omissions of the Released Parties, or any of the Released Parties' officers, agents, officials, employees, successors, and/or assigns, even if said act or omission would be considered negligent under applicable circumstances.
- F. By signing this WAIVER OF LIABILITY AGREEMENT, I do knowingly release the Released Parties from liability that might be imposed on them by law or equity for such acts of their officers, agents, officials, employees, successors and/or assigns that have not been directed, adopted, or ratified by an officer or director of the Released Parties.
- G. I acknowledge that by signing this document, I am assuming risks, and agreeing to and that I am giving up substantial legal rights. This release is a contract with legal and binding consequences, and it applies to all On-Field Activities, regardless of whether or not specifically listed above. I have read this document carefully before signing, and I understand what it means and what I am agreeing to by signing.
- H. I agree to pay for any damage or other losses sustained by the Released Parties that I cause while on the Premises.
- I. I declare that I have read this WAIVER OF LIABILITY AGREEMENT and fully understand that no officer, agent, official, employee, successor and/or assign of the releases is authorized to vary any term or provisions of this WAIVER OF LIABILITY AGREEMENT. I expressly agree not to rely on any such variance or representation if any is made. I further represent that the participant listed possesses the standard of competence necessary and is physically fit to participate in these On-Field Activities.
- J. Any controversy or claim, including any controversy or claim arising out of or relating to this WAIVER OF LIABILITY AGREEMENT shall be governed by federal law, to the extent relevant, and by the laws of the State of California, including its statutes of limitations, without reference to choice-of-law rules or principles. Any litigation in court instituted in accordance with this Agreement shall be litigated in state or federal courts located in Los Angeles, California. I understand and agree that, under this WAIVER OF LIABILITY AGREEMENT if litigation is not chosen by the Released Parties in connection with any controversy or claim hereunder, I will not have the right to go to court on that claim, have a jury trial on that claim or seek injunctive or other equitable relief on that claim. In any litigation of any claim or controversy in connection with this WAIVER OF LIABILITY AGREEMENT, I will not be able to participate as a representative or member of any class of claimants pertaining to that claim. For the purpose of dispute resolution, I consent to personal jurisdiction over me in Los Angeles, California, for state and federal courts located therein.
- K. I warrant and represent that I have all rights necessary to enter into and perform this WAIVER OF LIABILITY AGREEMENT according to its terms and I further agree to execute such other and further documents as may be reasonably necessary to evidence the rights granted to Released Parties herein. My name is correctly stated below. I have read this WAIVER OF LIABILITY AGREEMENT, understand it and agree to be legally bound by it.

## **Consent for Marketing**

### **CONSENT TO RECEIVE MARKETING INFORMATION**

- By clicking the checkbox, I acknowledge that I agree to the terms and privacy policy ([www.sofistadium.com/privacy-policy/](http://www.sofistadium.com/privacy-policy/)), certify my consent and authorize Hollywood Park Management Company, LLC to provide me with marketing and advertising materials related to SoFi Stadium.

## **COPPA PRIVACY NOTICE, PARENTAL CONSENT FORM AND MEDIA RELEASE**

We at 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 SoFi Stadium tour and related activities (collectively, the “**Tour**”).

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 Tour.

### **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 Tour;
- provide our products and services to your child;
- generate reporting regarding the Tour 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 [privacy@hollywoodpark.com](mailto:privacy@hollywoodpark.com).

### **CONSENT TO PARTICIPATE IN THE SOFI STADIUM TOUR**

I (*parent/guardian name*), the parent or legal guardian of (*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.

### **PERMISSION TO USE NAME, IMAGE, LIKENESS, APPEARANCE, VIDEO AND VOICE**

By signing below, I consent and give permission for HWP to use the name, image, likeness, appearance, voice, photographs, film or other video images taken of my child during the tour and any related activit(y)/(ies), and all materials created by or on behalf of HWP 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.