

## **DISNEY IMAGINATION CAMPUS AT DISNEYLAND® RESORT PARTICIPATION AGREEMENT**

### **READ, SIGN AND RETURN AGREEMENT AT LEAST 4 WEEKS BEFORE YOUR VISIT**

I represent that I am the group leader (the “**Group Leader**”) of the group identified on the signature page below (the “**Group**”). By signing below and by participating in a Disney Imagination Campus workshop, performance, seminar and/or other program (collectively, the “**Event**”) at the *Disneyland®* Resort (the “**Resort**”), and in consideration thereof, I agree, understand, and acknowledge, on my own behalf and on behalf of the Group, as follows (collectively, this “**Participation Agreement**”):

1. The purchase of a Disney Imagination Campus Student Group Ticket (“**Student Group Ticket**”), as well as the applicable program experience fee, is required for every participant in the Event. Chaperones must purchase a Student Group Ticket or use a complimentary Student Group Ticket. A Student Group Ticket must be used for theme park admission by each participant and chaperone on the day of the Event. No Student Group Tickets will be available for purchase at the main entrance of the applicable theme park, unless previously approved in writing by Disney Destinations, LLC (“**Disney**”). All chaperones must be at least twenty-five (25) years of age and may not be accompanied by their non-participating children.
2. The Group shall participate in the Event on the date(s) set forth below. The Group shall comply with all terms and conditions set forth in this Participation Agreement, in the application submitted by the Group for participation in the Event, and in the Disney Imagination Campus ticket store terms and conditions. All aspects of the Event shall be determined by Disney in its sole and absolute discretion, including, without limitation, times, location and format.
3. For education workshops, one (1) chaperone per ten (10) participants will be required to attend the workshop with the participants.
4. For performing arts performances and workshops, the Group may have access to certain restricted areas of the Resort, at Disney’s discretion. Only those directly involved with the production of the Event will be allowed in the pre-show area or any Resort backstage area (“**Backstage**”). This includes participants, the Group Leader and one (1) chaperone per ten (10) participants. All other persons will not be permitted Backstage and must enter the Resort through the main entrances.
5. Uniforms, instruments, equipment and/or food may not be brought into or taken out of any theme park main entrance, nor may they be brought into any theme park for any reason unless approved by Disney in writing. **Plan to store all equipment and personal items in the Group’s locked vehicles.**
6. Disney shall have the sole right to approve all aspects of the Group’s advertisement and/or promotion of the Event, and the Group shall not use any advertising or promotional materials with respect to the Event unless such materials shall have been provided by Disney or Disney shall have approved such materials in writing, which approval Disney may grant or withhold in its sole and absolute discretion. Please send materials to Disney for review at least twenty-one (21) days in advance. The Group shall not alter or permit to be altered any promotional materials, advertising or ticket media furnished to it by Disney.
7. No videotaping, filming or photography of any kind is permitted Backstage. In addition, no videotaping, filming or photography of the Group in costume may be taken at the Resort, except in the case of performing arts performances, and only during the Group’s actual performance. Notwithstanding the foregoing, live streaming of the Event is not permitted. The Group may not use any photos, film or video footage of the Group’s performance at the Resort for commercial, recruitment and/or publicity purposes unless previously approved in writing by Disney.
8. Commercial advertising is not permitted in any form at the Resort. This includes, without limitation, the use of commercial advertising on logos on uniforms, costumes, banners, signs, flags, props and set pieces. Costumed mascots and portrayals of trademarked characters and personalities are not permitted at the Resort. Distribution of commercial and/or promotional material and/or the sale of recordings, tapes and/or any other items are not permitted at the Resort.
9. The Group shall comply with all rules and regulations which Disney may promulgate from time to time for the safe and orderly operation and use of the Resort. Failure by any member of the Group to comply with such rules and/or regulations (including, without limitation, the possession of alcohol, drugs and/or weapons) may result in ejection of such person and/or of the Group from the Resort and/or cancellation of the Event with no liability to the Group for such ejection or cancellation.
10. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By visiting the Resort, the Group (including, without limitation, all Event participants, chaperones and guests) voluntarily assumes all risks related to exposure to COVID-19.
11. In view of the goodwill associated with the Resort and with Disney and Disney’s parent, subsidiary, related and affiliated companies (collectively, including Disney, the “**Disney Companies**”), except as otherwise permitted in this Participation Agreement or under another written grant or other written license by Disney or any other Disney Company, the Group will not use the name “Disney”, “*Disneyland®* Resort”, “*Disneyland®* park” or “*Disney California Adventure®* park” (either alone or in conjunction with or as part of any other word or name), any picture of the Resort or any fanciful character, design, logo, trademark, tradename, copyrighted work or symbol of any of the Disney Companies: (i) in any advertisements, promotions, publicity, or other materials; (ii) to express or to imply any endorsement of the Group’s products or services; or (iii) in any other manner whatsoever (whether or not similar to the uses prohibited above) without Disney’s prior written approval (which approval may be granted or withheld in Disney’s sole and absolute discretion). If the Group fails to strictly comply with the provisions of this section, the Disney Companies will suffer irreparable harm and injury and, accordingly, such failure will be a material breach which will entitle Disney to terminate this Participation Agreement (effective upon delivery to the Group Leader of written notice to the effect from Disney) and/or obtain injunctive and/or

other equitable relief against the Group, in addition to any other rights and remedies available to Disney. The provisions of this section shall be an independent covenant and shall survive, indefinitely, the Event or any cancellation thereof or any rights or obligations hereunder and/or the expiration or sooner termination of this Participation Agreement.

12. The Group Leader represents and warrants on the Group Leader's own behalf and on behalf the Group that (i) all participants in the Event are at least seven (7) years of age on the first day of the Group's arrival for the Event; (ii) the Group Leader has the full right, power and authority to enter into and perform this Participation Agreement on the Group Leader's own behalf and on behalf the Group; and (iii) in the case of performing arts performances, the Group has the right to perform the music and all elements contained in the performance, including, without limitation, all necessary consents, licenses and permissions.
13. To the fullest extent permitted by law, the Group will defend (with counsel approved by Disney), indemnify and hold harmless (collectively, "**Indemnify**") the Disney Companies and the officers, directors, shareholders, employees, agents and assigns of each (collectively, the "**Disney Indemnified Parties**") from and against any and all liabilities, obligations, claims, suits, actions, causes of action, judgments, fines, penalties, settlements, damages, costs and expenses (whether based on tort, breach of contract, product liability, patent or copyright infringement or otherwise) including, without limitation, attorneys' fees, costs of court, and costs of other professionals through and including any appeals (collectively, "**Claims/Damages**") which directly or indirectly arise out of, relate to or occur in connection with or are alleged to arise out of, relate to or occur in connection with: (i) any breach of this Participation Agreement and/or any misrepresentation by the Group; and/or (ii) any acts and/or omissions committed by the Group and/or any member of the Group. The Group's obligation to Indemnify the Disney Indemnified Parties in this section shall be an independent covenant and shall survive, indefinitely, the Event or any cancellation thereof or any rights or obligations hereunder and/or the expiration or sooner termination of this Agreement, and will extend to Claims/Damages occurring after the expiration or earlier termination of this Agreement as well as to Claims/Damages occurring while this Agreement is in force.
14. Disney reserves the right to cancel, reschedule or alter the Event or any portion thereof due to changes in state or local guidance, conflict with special events, improper dress, improper behavior, lack of cooperation, late arrival, inclement weather, or for any other reason in Disney's sole and absolute discretion.
15. The Group was accepted for participation in the Event based upon the application material submitted on behalf of the Group. Should the Group vary in the number of participants, costuming, show content, or type from that indicated in the application material, the Event or any portion thereof may be subject to cancellation in Disney's sole and absolute discretion. Group Leader will notify Disney as soon as possible of any proposed change to the number of participants, chaperones or guests. Any increase in the number of participants, chaperones or guests, if approved by Disney, will require additional theme park reservations, which are limited and subject to availability.
16. The Group Leader hereby grants the Disney Companies the right to videotape, film, photograph and/or make other recordings and/or reproductions of the Group during the Event, and the right to use those reproductions in any type of electronic and/or print media, known and unknown, throughout the universe in perpetuity.
17. This Participation Agreement shall be governed by the laws of the State of California, and the Group expressly waives all rights to a trial by jury regarding any matter in connection with this Participation Agreement to the extent permitted by law.
18. IN NO EVENT WILL ANY OF THE DISNEY INDEMNIFIED PARTIES BE LIABLE TO THE GROUP (INCLUDING, WITHOUT LIMITATION, ALL EVENT PARTICIPANTS, CHAPERONES AND GUESTS) FOR ANY NON-ECONOMIC, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THIS PARTICIPATION AGREEMENT OR THE EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF DISNEY OR ANY OF THE OTHER DISNEY INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY THEREOF; (II) IN NO EVENT WILL ANY OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ASSIGNS OF THE DISNEY COMPANIES HAVE ANY PERSONAL LIABILITY TO THE GROUP; AND (III) ANY LIABILITY DISNEY MAY HAVE TO THE GROUP (INCLUDING, WITHOUT LIMITATION, ALL EVENT PARTICIPANTS, CHAPERONES AND GUESTS) ARISING OUT OF OR RELATING TO THIS PARTICIPATION AGREEMENT OR THE EVENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY DISNEY FROM THE GROUP FOR THE EVENT. The provisions of this section shall be an independent covenant and shall survive, indefinitely, the Event or any cancellation thereof or any rights or obligations hereunder and/or the expiration or sooner termination of this Participation Agreement.
19. Disney retains the right to host other parties or events in the Resort during the Event.
20. Nothing herein shall be deemed to create an agency relationship between Disney and the Group.
21. The Group Leader has read and understands the terms of this Participation Agreement and all other information included herewith and has informed the Group (including, without limitation, all Event participants, chaperones and guests) and the parents and/or legal guardians of all Event participants of the policies and procedures set forth herein. The Group Leader acknowledges and agrees that any breach of the terms of this Participation Agreement may result in the cancellation of the Event or any portion thereof and that the Group Leader is solely responsible for ensuring that the Group complies with all Group obligations specified herein regardless of the participation of any third party (i.e., booster, travel agency, etc.).
22. This Participation Agreement may be executed by electronic signature, which shall be considered a handwritten signature for all purposes and shall have the same force and effect as a handwritten signature.

Group Name \_\_\_\_\_ Event Date(s): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Group Leader, on behalf of the Group

Print Name: Maxwell Berland \_\_\_\_\_

In Process

**Certificate Of Completion**

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Status: Delivered

Subject: Disney Imagination Campus Participation Agreement

Source Envelope:

Document Pages: 3

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Certificate Pages: 4

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DLR WDTC Waiver Team

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500 S Buena Vista St

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Burbank, CA 91521

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DLR.WDTC.Waiver.Team@disney.com

IP Address: 204.128.192.33

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DLR.WDTC.Waiver.Team@disney.com

**Signer Events****Signature****Timestamp**

Maxwell Berland

Sent: 1/5/2022 4:45:09 PM

maxwell.berland@alvordschools.org

Viewed: 1/28/2022 12:31:17 PM

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

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ID: 8caeaffa-65ba-457c-bee9-1bea8a10a904

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Rachel Guzman

Rachel.S.Guzman@disney.com

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

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ID: 96de40c2-c4b9-4f24-aa97-0620a7e51b4d

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Security Checked

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## CONSENT TO ELECTRONIC COMMUNICATIONS

You have indicated that you wish to enter into an agreement ("Contract") with us electronically. In connection with the Contract, you will receive Communications (defined below) electronically by entering into the terms and conditions of this consent agreement ("Agreement") by clicking the 'I agree' box as indicated below. We may be required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. Therefore we need your consent in order to provide you Communications electronically, instead.

The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries. The words "you" and "your" mean the person giving consent and entering into this Agreement. "Communications" means each disclosure, notice, contract, agreement, authorization, acknowledgement, undertaking, fee schedule, periodic statement, record, document, signature or other information we provide to you, or that you sign or submit or agree to at our request in connection with the Contract. Electronic Communications will be provided through the DocuSign, Inc. electronic signing system ("DocuSign").

**1. Your Consent.** You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form through DocuSign, unless you tell us otherwise in accordance with the procedures described herein. We may also use electronic signatures and obtain them from you on any Communication. You agree that electronic delivery of any Communication will be effective delivery to you and be deemed received by you when sent or made available to you, whether or not you actually access or view the Communication. We may always, in our sole discretion, provide you with any Communication in writing or on paper, even if you have chosen to receive it electronically. Sometimes the law, or our Communication with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

**2. How to Withdraw Consent.** If you decide to withdraw consent for electronic delivery of Communications, you must use the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Communications electronically from us and you will no longer be able to use DocuSign to receive required Communications electronically from us or to sign electronically documents from us. You may also withdraw your consent to future electronic Communications at any time by following the procedure described below. Your withdrawal of consent is only effective after we have a reasonable opportunity to act on it, and your withdrawal of consent will only apply to Communications you are entitled by law to receive "in writing." We may continue to send other Communications to you electronically even after you withdraw consent. Your withdrawal of consent with respect to the Communications does not affect any other consent you have given us at any other time to use electronic records and signatures. To inform us that you no longer want to receive future Communications in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [CORP.DL-eSignature@disney.com](mailto:CORP.DL-eSignature@disney.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**3. How to Update Your Contact Information.** It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**4. Hardware and Software Requirements.** To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Internet Explorer (Windows only), Safari (Mac only) or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays to you PDF files,
- a per screen resolution of 800 x 600,
- enabled security settings to allow per session cookies, and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

**5. Paper Copies.** At any time, you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the ability to download and print Communications we send to you through the DocuSign system during and immediately after a signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 60-90 days) after such Communications are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by following the procedure described below.

To request delivery from us of paper copies of the Communications previously provided by us to

you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**6. Acknowledging your access and Consent to receive Communications electronically.** To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

**7. Termination/Changes/Other.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

**By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.**