PARTICIPANT - WAIVER AND RELEASE FROM LIABILITY/PERMISSION TO USE LIKENESS

I, _____ ("Participant"), or Participant's parent or legal guardian if Participant is under the age of 18 years, have requested to attend, participate in volunteer at or spectate (collectively, "Participate") in _____("Program" or "the Event") on or from _____ to _____ and to use equipment (including the ice resurfacing machines) and facilities at the HP Pavilion at San Jose, Sharks Ice at Fremont, Oakland Ice Center, and/or Sharks Ice at San Jose including any parking lots adjacent to such buildings (individually and collectively "Facilities"). I understand Event may include without limitation ice skating, lessons, instruction, physical training, physical conditioning and exercise, speed skating, broom ball, curling, playing and spectating at ice hockey games or practices, climbing and/or riding on the ice resurfacing machines, and the use of rental equipment associated therewith ("Ice Activities"). I understand and acknowledge that serious disabilities, death, accidents and injuries can occur during Ice Activities at the Facilities and/or through the use of the Facilities in which those Ice Activities are held, whenever or however they occur and for such period said Ice Activities may continue. After having the opportunity to have my doctor examine me, I have no physical limitations that would prevent me from Participating in the Event. I further understand and acknowledge that Participating in Ice Activities may require me to perform strenuous activities, or to be exposed to activities, conditions, individuals, equipment or events which have potential to cause death, injury, disability, or property loss including without limitation slipping and falling on wet or icy surfaces or getting injured by a flying puck, glass or hockey sticks while participating or spectating at an Ice Activity. These risks and dangers may be caused by the ordinary negligence of the Participant, the ordinary negligence of other Participants and/or the ordinary negligence of the persons and entities named herein. These risks and dangers also include, but are not limited to those arising from Participating with bigger, faster, and stronger participants. I further acknowledge that there may be risks and dangers not known to me or not reasonably foreseeable at this time. I will participate in Ice Activities that are within my physical capability to the best of my ability, and I will not undertake Ice Activities that are beyond my ability. I acknowledge that I have received and read appropriate instruction regarding this Program, including appropriate safety and emergency procedures. I will participate as requested, observe all applicable rules, procedures, and use care in the performance of my assignments. Specifically, I acknowledge that I have been requested by Sharks Ice personnel to read the applicable Rules and Regulations posted at oaklandice.com, sharksiceatsanjose.com, or sharksiceatfremont.com or otherwise provided or made available to me. I further acknowledge that there may be Risks not known to me or not reasonably foreseeable at this time. I also understand that I will not be permitted to Participate in the Event without executing this Waiver and Release from Liability/Permission to Use Likeness. In consideration of the opportunity to Participate in the Event, I agree to comply with the stated terms and conditions for Participation in the Event and use of the Facilities. Knowing the risks inherent in, and connected with these Ice Activities and with the full understanding of the Ice Activities I will be Participating in, on behalf of myself, my executors, administrators, heirs, successors, assigns, and next of kin**, I HEREBY FULLY ASSUME THE RISKS OF INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INHERENT IN, AND/OR IN ANY WAY CONNECTED WITH, ATTENDING, PARTICIPATING IN, VOLUNTEERING AT, AND SPECTATING AT ICE ACTIVITIES AT THE FACILITIES EVEN IF ARISING FROM THE ORDINARY NEGLIGENCE OF OTHER PERSONS EXECUTING A SIMILAR WAIVER AND RELEASE FROM LIABILITY. I KNOWINGLY RELEASE, INDEMNIFY, HOLD HARMLESS, AND DISCHARGE** the following persons and entities: The City of San Jose and The City of Oakland (collectively called "Cities") and San Jose Sharks, LLC, a Delaware Limited Liability Company ("SHARKS"), San Jose Arena Management, LLC ("SJAM"), a Delaware limited liability company, d.b.a. HP Pavilion Management, Silicon Valley Sports & Entertainment, LLC ("SVS&E"), a California limited liability company d/b/a Sharks Sports & Entertainment, and Sharks Ice at San Jose, Sharks Ice at Fremont, and Oakland Ice Center (collectively called "Ice Centers"), Sharks Foundation, a California non-profit corporation, and their employees, members, officers, directors and agents ("Sharks Releasees") in connection with any claim limited to ordinary negligence arising from or in any way connected with my Participation in Ice Activities at the Facilities or in the Program, whenever or however they occur and for such period said activities may continue. **I AGREE NOT TO BRING ANY CLAIM AGAINST SHARKS RELEASEES OR THE CITIES**, which claims concern in any way death, injury, damage, or loss of any type or nature, which arise out of, are related to, or are in any way connected with Participating in Ice Activities, and/or which arise out of or are connected in any way with my use of, or my presence at the Facility(ies) at which (those) activities held, whether injury, death or disability, loss or damage is caused in whole or in part by ordinary negligence of those persons or entities.

As a further condition of my Participation in Ice Activities, I grant Sharks Releasees perpetual and non-revocable permission to use my name, photographs and video in which my image and likeness appears in connection with my Participation in Ice Activities at Facilities and further grant permission to display, publish, distribute, use, print and reprint such images and likeness, and the right to employ such images or likeness in advertising and promotions relating thereto or to Ice Centers/HP Pavilion or any Activities at or related to Sharks, including any advertisements or media and electronic displays and transmissions thereof (herein "Likeness Rights"). I release Sharks Releasees from any and all liability for damages for use in any manner or media of the Likeness Rights, and waive any and all claims and causes of action for damages for use of the Likeness Rights, including but not limited to: unauthorized use of my likeness, image, character or persona; violation of my right of publicity or privacy; and for copyright or moral rights infringement, defamation, or being cast in a bad light. I understand and agree that this Agreement is a full and final release covering all known and unknown and unanticipated injuries, debts, claims or damages to him that have arisen or may have arisen from any matters, acts, omissions or dealings released in this agreement, including but not limited to the use of the photographs and Likeness Rights. The undersigned acknowledges that he/she is aware that he/she may hereafter discover facts in addition to, or different from, those which he/she now knows or believes to be true, but it is his/her intention hereby, fully and finally and forever, to settle and to release any and all matters, disputes and differences, known or unknown, suspected or unsuspected, that do now exist, may exist or heretofore have existed with respect to those matters described herein. I expressly waive and relinquish any and all rights or benefits that I may now have, or in the future may have as to these matters released herein, under the terms of Section 1542 of the California Civil Code. Said section provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT. I HEREBY AFFIRM AND ACKNOWLEDGE THAT I UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY. IF I AM UNDER THE AGE OF EIGHTEEN YEARS, MY PARENT/GUARDIAN HAS READ AND COMPLETED THE SECTION BELOW.

Date: _____ _____ _____

Print Name Signature

Address: _____Apt #:_____ Phone No: ( )_____

PARENTAL CONSENT AND RELEASE

The undersigned parent/nature/legal guardian of _____("Participant") hereby executes the foregoing Waiver and Release from Liability on behalf of the minor named herein. I hereby bind myself; the minor named herein, his/her executor, administrators, heirs, successors, assigns, and next of kin, to the terms of this Waiver and Release from Liability/Permission to Use Likeness. I represent that I have the legal capacity and authority to act for, or on behalf of, the minor named herein. I agree to indemnify and hold harmless the persons and entities named herein from any claims and liabilities limited to ordinary negligence, which may be assessed against them as a result of, or arising out of my legal capacity or my authority to act for and on behalf of the minor named herein in the execution of the Waiver and Release from Liability or my execution of the Waiver and Release from Liability/ Permission to Use Likeness. **By signing below, the undersigned also waives any and all rights he/she may have, independently or on behalf of Participant, in connection with Participant's image or likeness on such photograph(s) and Likeness Rights, and consents to, joins with and ratifies all grants of permission, waivers, discharges and releases set forth hereinabove.**

Date: _____ _____

Signature Parent or Guardian