

**SHARKS ICE
WAIVER AND RELEASE AGREEMENT**

This Agreement is by and between _____, or Participant’s parent or legal guardian if Participant is under the age of eighteen (18) years or otherwise lacks legal capacity (collectively, the “Participant”), and SHARKS ICE, LLC (“Sharks Ice”). In consideration for the opportunity to attend, volunteer and/or participate in activities offered at or by Sharks Ice (the “Activities”), Participant certifies, warrants, and represents to Sharks Ice, its corporate parents, subsidiaries, affiliates, members, directors, officers, employees, agents, heirs and assigns, the National Hockey League, the City of San Jose, the City of Oakland, and any sponsors or promoters of the Activities, and all others acting with Sharks Ice authority (collectively, the “Releasees”), and Participant hereby agrees to the following:

ACTIVITIES & RISKS. The Activities, including, but not limited to, instruction, warm ups, drills, games, social gatherings, clinics, spectating and any other individual or group activities and events presented by Sharks Ice, whether taking place at Sharks Ice at San Jose, Sharks Ice at Fremont, the Oakland Ice Center, SAP Center at San Jose or any other place, may involve full- or partial-contact sporting interaction, require good physical and mental health and fitness, and can be HAZARDOUS AND DANGEROUS TO PARTICIPANTS. Involvement with the Activities exposes Participant to risks of serious bodily injury, including PERMANENT DISABILITY, PARALYSIS OR DEATH (the “Risks”). Such Risks include, but are not limited to, those related to contact and/or participation with other Participants, spectators, equipment, playing field, facility and/or fixed objects; falls, mishaps, collisions and/or rough play; adverse weather conditions; flaws and defects in equipment and facilities; and negligent facility maintenance, instruction, supervision and participation. Risks may be caused by the actions or inactions of Participant or others, the condition of the facilities in which the Activities take place, or the NEGLIGENCE OF THE RELEASEES. Some Risks cannot be predicted or controlled, and there may be other risks and social and economic losses not known to Participant and/or the Releasees and/or which are not readily foreseeable at this time.

WARRANTIES & REPRESENTATIONS. Participant warrants, represents and agrees that Participant is qualified to participate in the Activities and is free of mental and/or physical condition, ailment or injury, medical or otherwise, which could, independently or combined with any other circumstance: (i) impair, prevent or prohibit Participant from engaging in the Activities, or (ii) be affected, aggravated or worsened in any way, directly or indirectly, as a result of Participant’s involvement with the Activities. Participant further agrees that Participant understands the Risks associated with the Activities and will immediately discontinue any further involvement if, at any time, Participant believes conditions to be unsafe.

LIKENESS & PUBLICITY. The Releasees shall have the perpetual and irrevocable right to use, reproduce, print, publish and disseminate in all manners and media Participant’s name, image, voice, appearance and other identifying information provided in connection with the Activities (the “Likeness”), and to record, broadcast and otherwise exploit the Likeness in any and all promotions, advertisements and/or public displays or announcements of any kind and in any and all media. The Releasees shall have full and exclusive ownership and control of any video, photograph or recording of the Likeness (the “Material”). Participant shall have no rights to such Material, and the Releasees may use, alter or modify all or part of the Material and Likeness, regardless of whether Participant is recognizable.

RELEASE & INDEMNIFICATION. Participant agrees that s/he understands and knowingly and freely assumes the Risks associated with the Activities, whether or not expressly described herein. Participant acknowledges that s/he receives material benefit from the Activities and, in consideration, agrees to fully and completely, to the fullest extent permitted by law: (i) WAIVE, RELEASE AND DISCHARGE the Releasees from and with respect to any and all liability, claims, damages, losses, expenses, demands, suits, actions, fines and/or judgments, including without limitation reasonable attorneys’ fees, court costs and litigation expenses (the “Claims”), related to or arising from the subject of this Agreement, including, but not limited to, bodily injury, personal injury, death, discrimination, property damage or the Releasees’ negligence; and (ii) INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any Claims asserted against the Releasees caused by, in whole or in part, or arising from, directly or indirectly, Participant’s involvement with the Activities and/or breach of this Agreement. PARTICIPANT WAIVES ANY RIGHTS UNDER §1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, AND ALL SIMILAR LAWS OF ANY JURISDICTION, PROVIDING: *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.*

ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PARTICIPANT AND SHARKS ICE WITH REGARD TO ITS TERMS. Participant agrees that s/he: (i) understands all terms of this Agreement, (ii) has full knowledge of its content and significance, including that Participant is giving up legal rights that may otherwise be available, and (iii) signs this Agreement freely and voluntarily without inducement or coercion. This Waiver and Release Agreement is intended to be as broad and inclusive as California law allows and, if any portion is held illegal, invalid or unenforceable, the balance will continue in full force and effect, and such portion will be given effect to the maximum extent possible by narrowing or limiting only that aspect found overbroad or unenforceable.

Participant or Parent Signature

Date

Print Name

Contact Email and/or Phone Number

Address

PARENTAL CONSENT & RELEASE (if applicable). _____ (the “Parent”) hereby agrees that s/he has executed the foregoing Agreement on behalf of Participant, a minor under the age of eighteen (18) years or otherwise lacking legal capacity. The Parent represents that s/he has the legal capacity and authority to act for or on behalf of Participant, and agrees to bind the Parent, Participant, and each of their agents, legal representatives, successors, heirs and assigns to the terms of this Agreement. The Parent hereby releases, indemnifies and holds harmless the Releasees from Claims related to or arising from the Parent’s legal capacity or authority to act for or on behalf of Participant or the Parent’s execution of this Agreement.

Parent Signature

Relationship to Participant