SHARKS ICE AT FREMONT

Participant

WAIVER AND RELEASE FROM LIABILITY

I, _____ ("Participant"), or Participant's parent or legal guardian if Participant is under the age of 18 years, have requested to attend, participate in or spectate (collectively, "Participate") in _____("Program" or "the Event") to be held at Sharks Ice at Fremont and/or Logitech Ice at San Jose from _____ sponsored or arranged by San Jose Sharks LLC, a Delaware limited liability company ("Sharks") or their members, or related companies or affiliates of any of the foregoing and the use of equipment and facilities at the HP Pavilion at San Jose, Sharks Ice at Fremont and/or Logitech Ice at San Jose (collectively "Facilities"). I understand Event will include without limitation ice skating, lessons, instruction, physical training and exercise, playing and spectating ice hockey games and the use of rental equipment ("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 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 this Event. I further understand and acknowledge that attending, participating in, volunteering at or spectating at 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, serious injury, disability, or property loss. These risks and dangers may be caused by the negligence of the Participant or the negligence of other Participants. These risks and dangers 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 also understand that I will not be permitted to Participate in the Event without executing this Waiver and Release. 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, conditions, equipment or events, and with the full understanding of the activities I will be performing, 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, AND SPECTATING AT AN ICE SKATING, ICE HOCKEY OR OTHER ICE ACTIVITIES AT THE FACILITIES EVEN IF ARISING FROM THE 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 ("City") and Sharks Releasees (as defined below) in connection with any claim 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 CITY**, 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 attending, participating in, volunteering at or spectating at 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 negligence, gross carelessness, or other acts or failure to act of those persons or entities.

As a further condition of my Participation in Ice Activities, I grant San Jose Sharks ("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, Logitech Ice at San Jose ("LOGITECH"), Sharks Ice at Fremont ("FREMONT"), USA Hockey, Inc., Northern California Junior Hockey Association ("NorCal"), Ice Skating Institute ("ISI") and their employees, members, officers, directors and agents ("Sharks Releasees") perpetual and nonrevocable permission to use my name, photographs and video in which my image and likeness appears in connection with my Participation in Ice Activities 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 Logitech Ice or any Activities at or related to Logitech, 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."

Participant _____

(Type of Print Name)

Date: _____ **By:** _____

(Signature)

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 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. 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, 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 or my execution of the Waiver and Release. **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