PARTICIPANT WAIVER AND RELEASE FROM LIABILITY/
CONSENT TO MEDICAL TREATMENT/PERMISSION TO USE LIKENESS

I, _____ ("Participant"), or Participant's parent or legal guardian if Participant is under the age of 18 years, have requested my child to participate ("Participate") as a member of a team ("Team") in the 2009-2010 Sharks Ice High School League ("Competition") to be held at the Ice Centers (as defined below) commencing on _____ and ending on _____ inclusive ("Ice Activities"). Ice Activities include without limitation a) travel to and from the Competitions, by automobile to other venues and facilities reasonably related to Participant's involvement in the Competition and b) ice skating instruction,, lessons, physical training, practices, physical conditioning and exercise, I understand and acknowledge that serious disabilities, death, accidents and injuries can occur during Ice Activities at the Competition, 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 Ice Activities and/or Competition. 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 at Competition 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 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 Competition, including appropriate safety and emergency procedures. I will participate as requested, observe all safety rules, and use care in the performance of my assignments. I will follow the direction recommendations or requests of the Team officials or Sharks Ice Employees and will not do anything that will place myself or the other Team members in a dangerous, risky or inappropriate situation or circumstance. I will be on time for Team meetings, travel and all other Team matters. 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 Competition without executing this Waiver and Release from Liability/Consent to Medical Treatment and Permission to Use Likeness.

I, hereby authorize and consent to any medical treatment, medical or surgical diagnosis, x-ray examination, anesthetic, or hospital service ("Medical Services") that may be rendered to me in cases where emergency treatment is considered necessary by a Team Coach or Team officials or Sharks Ice Employees. I have provided the current and completed Emergency Medical Information 2009/10 form, including medical insurance information and insurance card. Wherever such emergency treatment is rendered, it is understood that this consent is given in advance of any specific diagnosis or treatment being required and is intended to authorize the Team officials or Sharks Ice Employees to facilitate prompt attention to all medical concerns I might have.

In consideration of the opportunity to Participate in the Competition, I agree to comply with the stated terms and conditions for Participation in the Competition. I further agree to provide my parent or guardian with all information provided by Team regarding travel and schedules while traveling. 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 THE COMPETITION 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: City of San Jose and 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, Sharks Ice at San Jose, Sharks Ice at Fremont, and Oakland Ice Center (collectively called "Ice Centers"), 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 or in the Competition, whenever or however they occur and for such period said activities may continue. **I AGREE NOT TO BRING ANY CLAIM AGAINST SHARKS RELEASEES AND 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 Competition 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.

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/Consent to Medical Treatment and Permission to Use Likeness 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 of Liability and Consent to Medical Treatment. 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 from Liability/Consent to Medical Treatment and Permission to Use Likeness

I, the parent or guardian of Participant, allow Participant to participate in all activities of the Competition and agree on behalf of Participant that we assume all risks of accident or injury sustained from whatever cause in connection with Participant's participation in Ice Activities of the Competition in connection with Competition. Participant further release the Sharks Releasees from any and all liability for any such accident or injury, including death, incurred while participating in any Ice Activities at the Competition.

Date: _____ _____

Signature Parent or Guardian