UNCONDITIONAL AND FULL GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT
Sharks Ice Activity

Every participant must have signed this **Unconditional and Full General Release, Waiver & Indemnification Agreement** ("Release") in order to participate in the Activities (as defined below) on _____, 202_ at Sharks Ice at _____ (the arena and the surrounding premises, including the ice rink and other areas at which the Activities occur, collectively, the "Venue").

The Activities shall be any form of on ice or off ice activity on the date above organized by San Jose Sharks, LLC, San Jose Arena Management LLC, Sharks Minor Holdings, LLC, Sharks Ice, LLC, and The Sharks Foundation (collectively, "Club") and their subsidiaries, affiliates and each of their respective designees, including without limitation: walking, running, standing, skating, instruction, warm-ups, drills, games, social gatherings, clinics, gym and dry land training, athletic field exercise, spectating, and other related physical activities (the "Activities"). In consideration of Club allowing participation in the Activities, I, the undersigned, for myself and on behalf of my heirs, executors, administrators, next of kin, successors and assigns, all of whom will be legally bound by this Release, hereby agree as follows:

1. I am eighteen (18) years of age or older or participating with parental consent. I acknowledge that I am not required to participate in the Activities and can withdraw from participating in the Activities at any time. My participation is voluntary and solely for my benefit and entertainment. I will not be compensated by Club, or any other person or entity, for my participation in the Activities.

2. Liability Release. I, or my parent or legal guardian, the undersigned, hereby agree to participate in the Activities and **expressly assume all the known and unknown risks** inherent in the Activities (which may include, among other things, discomfort, broken bones, cuts, scrapes, bruises, sprains, blisters, fractures, jammed fingers and/or toes, pulled muscles, strained muscles, cramps, contusions, concussions, permanent disability, paralysis, death, and other ailments associated with participating in the Activities, or injuries from other participants or as result of my own negligence).

3. Assumption of Risk. I acknowledge and agree that participation in the Activities involves certain risks, including those outlined above, and the possibility of physical illness or injury (minimal, serious, catastrophic and/or death), and I assume and agree that I assume the full risk of any injuries, damages or losses that may be sustained by participating in the Activities. I acknowledge and understand that participation in the Activities requires physical contact with other participants in the Activities. I acknowledge and understand that participation in the Activities requires vigorous physical activity. I, or my parent or legal guardian represent that I am mentally sound, in good physical health, and fully capable of participating in the strenuous activities relating to the Activities.

4. COVID-19 Advisory. I, or my parent or legal guardian, understand and voluntarily assume all risks associated with participating in the Activities and with interacting with others given the current status of the COVID-19 pandemic. **COVID-19 is extremely contagious and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present. No precautions, including the protocols Club has put in place, can eliminate the risk of exposure to or contraction or transmission of COVID-19, and the risk applies to everyone.** (Participant hereby waives, releases, covenants not to sue, discharges and agrees to indemnify, defend and hold harmless Club and each of its parent, affiliates, partners, members, managers, employees, representatives and agents for, from and against any and all liability, claims, causes of action, damages, losses, cost, expense, illness, injuries, and death ("COVID-19 Claims") arising out of or related to COVID-19 and/or the access to or use of the Venue by Participant.)

5. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS, AND I COVENANT NOT TO SUE, CLUB, the City of San Jose, the City of Fremont, the City of Oakland, and their respective parents, owners, stockholders, members, managers, directors, officers, employees, agents, representatives, contractors, affiliated entities, heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereinafter individually and collectively referred to as the "Indemnified Parties"), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent whether caused by, arising out of or based on the active or passive negligence of any Indemnified Party or otherwise, arising out of or in any way connected with my participation in the Activities and/or any activities conducted at the Activities and/or otherwise occurring at the Venue and/or travel to or from the Venue, including without limitation, any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) (collectively, the "Claims").

   I hereby further agree to defend, indemnify and hold harmless the Indemnified Parties and their respective heirs, successors and assigns from and against any and all such Claims, including, without limitation, attorneys' and other professionals' fees and costs. I understand that this release and indemnity includes, without limitation, any Claims based on the negligence, action or inaction of any Indemnified Party (including in procuring medical treatment for me) and covers personal and bodily injury (including death), and property damage, whether suffered before, during or after the Activities.

6. I, OR MY PARENT OR LEGAL GUARDIAN, ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDE AS FOLLOWS:

   > "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."

BEING AWARE OF SAID CODE SECTION, I HEREBY EXPRESSLY WAIVE ANY RIGHTS I MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT IN CALIFORNIA.

7. I agree that if I commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the Indemnified Parties any of the Claims released hereunder, then I will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorney fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.

8. Medical Treatment. I, or my parent or legal guardian authorize Club and its designees to procure, at my expense, any medical care (including any emergency transportation or medical or surgical procedures provided by a physician, trainer, or nurse) reasonably required for Participant (including, without limitation, before and during any visit to a hospital or facility selected by Club) during the Activities. I understand that I am fully responsible for all emergency transportation, hospital, laboratory and doctor fees.

9. Grant of Publicity Rights. I, or my parent or legal guardian hereby authorize and grant the right to Club and/or anyone authorized by or acting on behalf of Club to use, reproduce, publish, and depict my name, voice, and/or likeness, in any manner that Club deems necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, exhibition, and/or exploitation of the Activities and/or Club, including, without limitation, in any and all print advertisements, broadcasts, telecasts, and/or retransmissions of or regarding the Activities and/or Club, without reservation or limitation and without compensation to Participant. **I acknowledge and agree that this authorization is intended to satisfy the consent requirements of California Civil Code sections 3344 and 3344.1, and I hereby waive and release any and all Claims that I may have or hereafter have against Club under those statutes or any other statutes or common law principles of similar effect in California.**

10. **I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP MY LEGAL RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES AND/OR DAMAGES THAT I MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF THE INDEMNIFIED PARTIES, MY PARTICIPATION IN THE ACTIVITIES AND/OR ANY RISKS ASSUMED BY ME HEREUNDER.**

11. Governing Law; Venue. This Release will be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law principles that may cause the application of the laws of another jurisdiction. The state and federal courts of Santa Clara County, California, shall have exclusive jurisdiction over any dispute arising out of or based on this Release. **THE PARTIES EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RELEASE.**

12. Severability; Entire Agreement. If any provision of this Release, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable in any jurisdiction, (a) the remainder of this Release shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, and (b) the court making such determination shall have the power to reduce the scope or applicability of such provision (including by deleting or replacing specific words and phrases) in a manner that makes such provision valid and enforceable and comes closest to expressing the intention of the invalid and unenforceable provision. This Release contains the entire agreement between the Indemnified Parties and me with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement.

I HAVE READ THE ABOVE RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS AND HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL.

Participant Name: _____ Participant or Guardian Signature: _____

Address: _____

Phone Number: _____ Email Address: _____

Date: _____

PARENTAL CONSENT & RELEASE (if applicable).
The individual named below, in its capacity as parent and/or legal guardian, (the "Guardian") hereby agrees that Guardian has executed the foregoing Release on behalf of the Participant identified above, a minor under the age of eighteen (18) years or otherwise lacking legal capacity. Guardian represents that Guardian has the legal capacity and authority to act for or on behalf of Participant, and agrees to bind Guardian, Participant, and each of their agents, legal representatives, successors, heirs and assigns to the terms of this Release. Guardian hereby releases, indemnifies and holds harmless the Indemnified Parties from Claims related to or arising from Guardian's legal capacity or authority to act for or on behalf of Participant or Guardian's execution of this Agreement.

Guardian Signature: _____ Relationship to Participant: _____