

WAIVER AND RELEASE OF LIABILITY

PLEASE READ THIS WAIVER AND RELEASE OF LIABILITY (“RELEASE”) CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.

Participant’s Name: _____ **Telephone Number:** _____

Address: _____

In consideration for allowing me and my dog(s) to attend the game to be played between the San Jose Barracuda and the Bakersfield Condors at SAP Center at San Jose on December 29, 2019, and to participate in the “Pucks and Paws” event to be hosted by Sharks Minor Holdings, LLC (“SMH”) in connection with the game (the “Event”), I, 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. I acknowledge that I am not required to participate in the Event and can withdraw from participating in the Event at any time. My participation is voluntary and solely for my benefit and entertainment. I will not be compensated by SMH, or any other person or entity, for my participation in the Event. I will notify SMH in writing, not less than forty-eight (48) hours prior to the date of the Event, of any reasonable accommodations, auxiliary aids, and/or services, as defined by the Americans with Disabilities Act, that I may require in order to participate in the Event. I hereby acknowledge that the failure to so notify SMH will be deemed a representation by me that no such accommodations, auxiliary aids, and/or services will be required by me in order to participate in the Event.

2. I understand and acknowledge that by participating in the Event, I and my dog will be seated in an area of SAP Center at San Jose with other participants and their dogs, and that such participation creates a significant risk of injury and damage (including dog bites and allergic reactions) to myself (and my dog(s)) and to others (and their dogs). Notwithstanding my understanding of the risks and my acknowledgement thereof as stated in the preceding sentence, **I am prepared to, and do, hereby accept any and all risks, whether known or unknown to me, of participating in the Event, including, but not limited to, injury and property damage to myself and my dog(s) (including dog bites), illness and allergic reactions, slip and falls, and/or injuries or damage sustained by and through other participants’ dogs (including dog bites).**

3. I hereby represent and affirm that each dog of which I have custody during the Event is in good health and has current Rabies, Distemper, Parvo virus, Parainfluenza, Kennel Cough (Bordatella), and one of Adenovirus 2 or Hepatitis vaccinations. I agree to abide by all the rules and instructions given to me by a SMH representative in connection with the Event, and to provide accurate information regarding my dog as requested by a SMH representative in connection with the Event. I understand that I am solely responsible for the accuracy of any and all information that is requested by SMH (or their representative) in connection with the Event, and I agree to release the Indemnified Parties (as defined below) from liability and any responsibility for verifying such information whether the information was provided by me or a third party.

4. **TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS, AND I COVENANT NOT TO SUE, SHARKS MINOR HOLDINGS, LLC,** and their respective 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 (hereinafter referred to as “**Claims**”) that I may have or hereafter have against the Indemnified Parties by reason of any injuries that I may sustain, whether to my person and/or property, as a result of or incident to the Indemnified Parties’ active or passive negligence (but not gross negligence or willful misconduct), my participation in the Event, and/or any and all risks assumed by me hereunder.

5. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES 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.

6. 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.

7. I hereby authorize and grant the right to SMH and/or anyone authorized by or acting on behalf of SMH to use, reproduce, publish, and depict my name, voice, and/or likeness (including the name and likeness of my dog), in any manner that SMH deem 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 Event and/or SMH, including, without limitation, in any and all print advertisements, broadcasts, telecasts, and/or retransmissions of or regarding the Event and/or SMH. **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 SMH under those statutes or any other statutes or common law principles of similar effect in California.**

8. **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 EVENT, AND/OR ANY RISKS ASSUMED BY ME HEREUNDER.**

9. This Release will be governed by and construed in accordance with the laws of the State of California.

I HAVE READ THIS RELEASE, UNDERSTAND ITS CONTENTS, AND AGREE TO ALL OF ITS TERMS.

Date: _____

By: _____
Signature of Participant

Name: _____
Printed Name of Participant