

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.

Minor Name(s): _____

Parent’s/Guardian’s Name: _____ **Telephone Number:** _____

Address: _____

In consideration for allowing Minor 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, as the parent and/or legal guardian of Minor, for myself and on behalf of Minor and his/her parents, heirs, executors, administrators, next of kin, successors, and assigns, all of whom will be legally bound by this Release, hereby agree as follows:

1. Minor is under eighteen (18) years of age and I am eighteen (18) years of age or older. I acknowledge that Minor is not required to participate in the Event and that his/her participation is voluntary and solely for his/her enjoyment. I understand that Minor can withdraw from the Event at any time. Neither Minor nor I will be compensated by SMH, or any other person or entity, for Minor’s participation in the Event. I, as the parent and/or legal guardian of Minor, shall 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 Minor 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 Minor in order to participate in the Event.

2. Minor and I understand and acknowledge that by participating in the Event, we 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 Minor and/or damage to his/her property. Notwithstanding my understanding of the risks and my acknowledgement thereof as stated in the preceding sentence, **we are prepared to, and do, hereby accept any and all risks, whether known or unknown to Minor and/or me, of participating in the Event, including, but not limited to, injury and property damage to Minor, illness and allergic reactions, slip and falls, and/or injuries or damage sustained by and through other participants’ dogs (including dog bites).**

3. **TO THE FULLEST EXTENT PERMITTED BY LAW, MINOR AND I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS, AND 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 Minor and/or I may have or hereafter have against the Indemnified Parties by reason of any injuries that Minor may sustain, whether his/her 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), Minor’s participation in the Event, and/or any and all risks assumed by Minor and/or me hereunder.

4. 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, MINOR AND I HEREBY EXPRESSLY WAIVE ANY RIGHTS WE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT IN CALIFORNIA.

5. I agree that if Minor and/or I, or anyone acting on our behalf, 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 we 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.

6. Minor and 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/or depict Minor’s name, voice, and/or likeness, 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, on behalf of Minor and myself, that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and we hereby waive and release any and all Claims that Minor and/or I may have or hereafter have against SMH under those statutes or any other statutes or common law principles of similar effect in California.**

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

8. 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 Parent/Legal Guardian

Name: _____
Printed Name of Parent/Legal Guardian

DECLARATION

I, _____, declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of Minor and that I am duly authorized to execute this Release on his/her behalf. I further declare that I shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims resulting from, incident to, or arising out of Minor’s participation in the Event, any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

Date: _____

By: _____

Signature of Parent/Legal Guardian

Name: _____
Printed Name of Parent/Legal Guardian