

AFFIDAVIT OF ELIGIBILITY, PUBLICITY RELEASE & LIABILITY WAIVER

I, the individual completing this form, hereby represent and warrant that my legal address of residence is as set forth on the signature page hereto. I am submitting this Affidavit of Eligibility, Publicity Release and Liability Waiver (the "Affidavit") to Sharks Minor Holdings, LLC ("Sponsor"), a Delaware limited liability company with the understanding that it will be relied upon by Sponsor in connection with my having been awarded, subject to eligibility, a prize in the **San Jose Barracuda 2025 Playoff Experience Sweepstakes** (the "Promotion"), as such prize is described in the Promotion's official rules.

1. I acknowledge that I am 18 years or older, I have read and have complied with all rules, regulations, terms and conditions set forth in the official rules of the Promotion; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Promotion; and that I have not sought to influence the outcome of the Promotion other than by participating as expressly permitted in the official rules.
2. I represent that I am not an employee or agent of Sponsor or the immediate family member or member of the same household of any such employee or agent.
3. I, on behalf of myself, my heirs, executors and administrators, hereby release, forever discharge, and agree to hold harmless Sponsor; Sharks Sports & Entertainment, LLC; San Jose Sharks, LLC; San Jose Arena Management, LLC; and all others acting with Sponsor's authority and each of their respective parents, owners, subsidiaries, affiliates, partners, and each of their respective officers, directors, members, managers, employees, agents, shareholders, owners, and advisors (collectively, the "Released Parties") from and against any liability for any and all claims, demands, losses and liabilities of any nature whatsoever, at law or in equity, which I may now or hereafter be entitled to assert, including but not limited to any death, injury, loss of enjoyment, property damage, or other harm or loss of any nature (whether physical, emotional or otherwise), any claims based on publicity rights, privacy rights, personality rights, moral rights or defamation, and any and all taxes levied, assessed or collected, whether caused by, contributed to, arising out of or otherwise related to the Promotion, the prize, or my acceptance, use or misuse thereof, or my other acts or omissions in connection therewith.
4. I have been given a full opportunity to review and analyze this Affidavit as well as the official rules for the Promotion. I fully and completely understand all terms of this Affidavit and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete release and discharge of all claims and rights that I have against the Released Parties, and that no action will be taken by or on behalf of me with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors and administrators, and anyone claiming by or through me.
5. I irrevocably grant to each of the Released Parties, and those acting at their direction, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, statements and Promotion entry, and, without limitation, any photograph, film, or motion picture that may be taken of me or of such materials (collectively, the "Content"), without further compensation, consideration or notice to, or permission from, me or any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used, the Content or any part thereof, whether alone or in combination with other materials (including, without limitation, text, data, images, photographs, illustrations, graphics and video and audio segments of any nature), in any media whatsoever whether now existing or hereafter developed, for any purpose (including promotional purposes).
6. I hereby represent and warrant that I have and will continue to have all rights and licenses necessary to grant to the Sponsor and the Released Parties, the full and unrestricted enjoyment of the rights and licenses granted in Section 4 and 5 above. I further acknowledge and agree that the Sponsor shall not be obligated to exercise any of the rights or licenses granted under Section 4 or 5 above.
7. I understand, acknowledge and agree that the total approximate retail value of the prize is **\$2,000.00** and that I am responsible for any taxes, customs, duties and like amounts in respect of the prize, which may be taxable income.
8. Any and all disputes, claims, and causes of action arising out of or in connection with this Affidavit shall be governed by, and construed in accordance with, the internal laws of the State of California without regard to its conflict of laws principles that may cause the application of the laws of another jurisdiction. Except where prohibited, I agree

that any and all disputes, claims and causes of action arising out of or connected with the Promotion or Affidavit shall be resolved individually, without resort to any form of class action, and finally resolved exclusively by binding arbitration administered by a single arbitrator of JAMS in accordance with its Comprehensive Arbitration Rules and Procedures (the "Rules") and taking place in San Jose, California. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Except as required by law, neither party nor the arbitrator may disclose the existence, content, results or award of any arbitration without the prior written consent of all parties. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. I waive the right to resolve a dispute by any other means, including by a jury trial. This dispute resolution provision shall survive the Promotion and cannot be modified. **I UNDERSTAND AND AGREE THAT I AM ELECTING TO RESOLVE ANY DISPUTE RELATED TO THIS PROMOTION THROUGH ARBITRATION AND AM WAIVING MY RIGHT TO A JURY TRIAL.** I further agree to waive any rights under § 1542 of the Civil Code of the State of California, and all similar laws of any jurisdiction, providing: *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

- 9. I hereby represent and warrant that all statements made by me in this Affidavit are true, accurate and complete. I hereby indemnify the Released Parties from and against any and all losses or damages (including professionals' fees) arising out of or relating to any statements or representations made by me in this Affidavit, or otherwise in connection with the Promotion.
- 10. I understand that I will be disqualified from receiving (and agree to return to Sponsor within 30 calendar days) any prize which may be awarded if any statement in this Affidavit is false. I understand and agree that the Sponsor has made no warranty, representation, or guarantee regarding any prize, including, but not limited to, its quality, condition, merchantability, or fitness for a particular purpose.

I have been given a full opportunity to review this Affidavit and the official rules for the Promotion. I fully and completely understand all of the terms of this Affidavit and by submitting this form, I acknowledge that I am doing so voluntarily, freely and knowingly.

Name: _____

Signature: _____

Date: _____

DOB: _____

Contact Information

Address (Legal Residency): _____

Phone Number: _____

Email: _____