

**UNCONDITIONAL AND FULL GENERAL RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT
PUCKS AND PAWS EVENT [ADULT]**

PLEASE READ THIS UNCONDITIONAL AND FULL GENERAL RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT (“RELEASE”) CAREFULLY BEFORE PURCHASING TICKETS . BY PURCHASING A TICKET AND AGREEING TO THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.

In consideration for allowing me and/or my dog(s), as applicable, to attend the San Jose Barracuda hockey games scheduled to be played at Tech CU Arena at San Jose (the “Venue”) on November 12, 2023 and /or March 24, 2024 (the “Games”), and to participate in the “Pucks and Paws” event to be hosted by Sharks Minor Holdings, LLC (“SMH”) and its affiliates, in connection with the Games (the “Event”), 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 acknowledge and 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/or my dog may be seated in an area of the Venue with other Event 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 dog(s)). 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, if applicable, 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. I understand and voluntarily assume all risks associated with participating in the Event 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 SMH has put in place, can eliminate the risk of exposure to or contraction or transmission of COVID-19, and the risk applies to everyone.**
5. TO THE FULLEST EXTENT PERMITTED BY LAW, I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS, AND I COVENANT NOT TO SUE, SMH, and its 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 (collectively, “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.
6. I 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. 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, without reservation or limitation and without compensation to me. **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.**
9. **I UNDERSTAND THAT BY PURCHASING A TICKET AND AGREEING TO 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, MY ATTENDANCE AT THE GAMES AND/OR ANY RISKS ASSUMED BY ME HEREUNDER.**
10. 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.**
11. 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, (i) the remainder of this Release shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, and (ii) 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 AGREE TO THE TERMS IN THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL.