

PARTICIPANT: _____

SHARKS SPORTS & ENTERTAINMENT WAIVER AND RELEASE AGREEMENT

This Agreement is by and between the Participant named above, or the Participant's parent or legal guardian if the Participant is under the age of eighteen (18) years or otherwise lacks legal capacity ("Participant"), and SHARKS SPORTS & ENTERTAINMENT, on behalf of itself and each of its subsidiaries, corporate affiliates, members, officers, employees, agents, heirs and assigns (collectively, "SSE"). In consideration for the opportunity to attend, volunteer and/or participate in the various volunteer, leisure, and recreational activities offered, sponsored, and/or arranged by SSE (the "Activities"), Participant certifies, warrants, represents, and agrees to the following:

ACTIVITIES & RISKS. The Activities, including, but not limited to, social gatherings, clinics, on-ice activities, instruction, warm ups, drills, games, spectating, recreation, and any other individual or group activities and events presented by SSE, may involve full- or partial-contact physical interaction, require good physical and mental health and fitness, and can be HAZARDOUS AND DANGEROUS. Involvement with the Activities may expose Participant to risks of serious bodily injury, including permanent disability, paralysis or death (the "Risks"). Such Risks include, but are not limited to, those related to contact and/or participation with other participants, spectators, equipment, playing field, facility and/or fixed objects; falls, mishaps, collisions and/or rough play; adverse weather conditions; flaws and defects in equipment and facilities. Some Risks cannot be predicted or controlled, and there may be other risks and social and economic losses not known and/or which are not readily foreseeable at this time.

RELEASE & INDEMNIFICATION. Participant understands and knowingly and freely assumes the Risks associated with the Activities, whether or not expressly described herein. Participant receives material benefit from the Activities and, in consideration, agrees to fully and completely, to the fullest extent permitted by law: (i) WAIVE, RELEASE AND DISCHARGE SSE from and with respect to any and all liability, claims, damages, losses, expenses, demands, suits, actions, fines and/or judgments, including without limitation reasonable attorneys' fees, court costs and litigation expenses (the "Claims"), arising out of or related to any loss, damage or injury, including death, that Participant or Participant's property may sustain as a result of or in any way connected with Participant's participation in the Activities in, regardless of whether such loss is caused by the negligence of the SSE and regardless of whether such liability arises in tort, contract, strict liability or otherwise; and (ii) INDEMNIFY, DEFEND AND HOLD HARMLESS SSE from any Claims asserted against SSE caused by, in whole or in part, or arising from, directly or indirectly, Participant's involvement with the Activities and/or breach of this Agreement.

REPRESENTATIONS & WARRANTIES. Participant understands that participation in the Activities is not required and involves inherent Risks. Participant represents and warrants that Participant's participation in the Activities is voluntarily, and Participant assumes full responsibility for all Risks associated with the Activities, whether or not expressly described herein, including any risks of loss, property damage or personal injury, including death. Participant warrants and represents that Participant is qualified to participate in the Activities and is free of mental and/or physical condition, ailment or injury, medical or otherwise, which could, independently or combined with any other circumstance, impair, prevent or prohibit Participant from engaging in the Activities, or be affected, aggravated or worsened in any way, directly or indirectly, as a result of Participant's involvement with the Activities. Participant understands the Risks associated with the Activities and will discontinue involvement immediately if, at any time, Participant believes conditions to be unsafe. Participant agrees that this Waiver and Release Agreement ("Release") will serve to bind Participant's family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on Participant's behalf, to the extent they act on Participant's behalf, and is deemed as a release, waiver, discharge and covenant not to sue SSE. Participant further covenants and agrees that this Release shall be construed in accordance with the laws of the State of California and that any question or claim relating to this Release must be resolved exclusively by BINDING ARBITRATION and any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The Parties expressly waive their right to resolve a dispute through any other means, including jury trial.

LIKENESS & PUBLICITY. SSE will have the perpetual and irrevocable right to use, reproduce, print, publish, and disseminate in all manners and media Participant's name, image, voice, appearance and other identifying information (the "Likeness") obtained by any SSE in connection with the Activities, and to record, broadcast and otherwise exploit the Likeness in any and all promotions, advertisements and/or public or private displays or announcements of any kind and in any and all media. SSE will have full and exclusive ownership and control of any video, photograph or recording of the Likeness (the "Material"). Participant has no rights to such Material, and SSE may use, alter or modify all or part of the Material and Likeness, regardless of whether Participant is recognizable.

ENTIRE AGREEMENT. THIS IS THE ENTIRE AGREEMENT BETWEEN EMPLOYEE AND SSE WITH REGARD TO ITS TERMS. Participant agrees that s/he: (i) has read and understands all terms of this Agreement, (ii) has full knowledge of its content and significance, including that Participant is giving up legal rights that may otherwise be available, and (iii) signs this Agreement freely and voluntarily without inducement or coercion. This Release is intended to be as broad and inclusive as California law allows and, if any portion is held illegal, invalid or unenforceable, the balance will continue in full force and effect, and such portion will be given effect to the maximum extent possible by narrowing or limiting only that aspect found overbroad or unenforceable.

Signature

Print Name

Date

PARENTAL CONSENT & RELEASE (if applicable). _____ (Parent/Guardian) hereby represents and warrants that s/he: (i) has executed the foregoing Agreement on behalf of Participant, a minor under the age of eighteen (18) years or otherwise lacking legal capacity; (ii) has the legal capacity and authority to act for or on behalf of Participant; (iii) agrees to bind him/herself, Participant, and each of their legal representatives, successors, heirs and assigns to the terms of the Agreement, and (iv) hereby releases, indemnifies and holds harmless SSE from Claims related to or arising from his or her execution of this Agreement or legal capacity or authority to act for or on behalf of Participant.

Signature

Relationship to Participant

Date