

**SOLAR4AMERICA ICE
WAIVER AND RELEASE AGREEMENT**

In consideration for the opportunity to attend, volunteer and/or participate in the activities offered, provided by and/or taking place at Solar4America Ice at San Jose, Solar4America Ice at Fremont and/or Oakland Ice Center (the "Activities"), the participant, or the participant's parent or legal guardian if the Participant is under the age of eighteen (18) years or otherwise lacks legal capacity (collectively, the "Participant"), certifies, warrants, and represents to SHARKS ICE, LLC, and each of its corporate parents, subsidiaries, affiliates, members, directors, officers, employees, agents, heirs and assigns ("Sharks Ice"), the National Hockey League (the "NHL"), the City of San Jose, the City of Oakland, any sponsors or promoters of the Activities, and all others acting with the authority of Sharks Ice (collectively, the "Releasees"), and the Participant hereby agrees to the following:

ACTIVITIES & RISKS. The Activities, including, but not limited to, on-ice performance, instruction, warm ups, drills, games, social gatherings, clinics, spectating and any other individual or group activities and events presented by Sharks Ice, whether taking place at Solar4America Ice at San Jose, Solar4America Ice at Fremont, the Oakland Ice Center, or any other place, may involve full- or partial-contact sporting interaction, require good physical and mental health and fitness, and can be HAZARDOUS AND DANGEROUS TO PARTICIPANTS. Involvement with the Activities exposes the 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; and negligent facility maintenance, instruction, supervision and participation. Risks may be caused by the actions or inactions of the Participant or others, the condition of the facilities in which the Activities take place, or the NEGLIGENCE OF THE RELEASEES. Some Risks cannot be predicted or controlled, and there may be other risks and social and/or economic losses not known to the Participant and/or the Releasees and/or which are not readily foreseeable at this time.

WARRANTIES & REPRESENTATIONS. The Participant warrants, represents and agrees that the 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: (i) impair, prevent or prohibit the Participant from engaging in the Activities, or (ii) be affected, aggravated or worsened in any way, directly or indirectly, as a result of the Participant's involvement with the Activities. The Participant further agrees that the Participant understands the Risks associated with the Activities and will immediately discontinue any further involvement if, at any time, the Participant believes conditions to be unsafe.

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

RELEASE & INDEMNIFICATION. The Participant agrees that s/he understands and knowingly and freely assumes the Risks associated with the Activities, whether or not expressly described herein. The Participant acknowledges that s/he 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 the Releasees 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"), related to or arising from the subject of this Agreement, including, but not limited to, bodily injury, personal injury, death, discrimination, property damage or the Releasees' negligence; and (ii) INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any Claims asserted against the Releasees caused by, in whole or in part, or arising from, directly or indirectly, the Participant's involvement with the Activities and/or breach of this Agreement. The Participant waives 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 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.*

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

Participant or Parent Signature

Date

Participant Name

Contact Email and/or Phone Number

Address

PARENTAL CONSENT & RELEASE (If Applicable). _____ (the "Parent") hereby agrees that s/he has executed the foregoing Agreement on behalf of the Participant, a minor under the age of eighteen (18) years or otherwise lacking legal capacity. The Parent represents that s/he has the legal capacity and authority to act for or on behalf of the Participant, and agrees to bind the Parent, the Participant, and each of their agents, legal representatives, successors, heirs and assigns to the terms of this Agreement. The Parent hereby releases, indemnifies and holds harmless the Releasees from Claims related to or arising from the Parent's legal capacity or authority to act for or on behalf of the Participant or the Parent's execution of this Agreement.

Parent Signature

Relationship to Participant