



WAIVER AND RELEASE FROM LIABILITY

I, _____ (“Participant”), or Participant’s parent or legal guardian if Participant is under the age of 18 years, have requested the use of the skating rinks and related facilities and/or rental equipment, or the purchase or provision of lessons, instruction and/or training related to activities on ice (individually and collectively "Participation in Ice Activities or Ice Activities") and the use of equipment and facilities at the HP Pavilion at San Jose and Sharks Ice at Fremont (collectively “Facilities”). I understand and acknowledge that serious disabilities, death, accidents and injuries can occur during Ice Activities at the Facilities and/or through the use of the Facilities in which those Ice Activities are held. I further understand and acknowledge that attending, participating in, volunteering at or spectating at Ice Activities may require me to perform strenuous activities, or to be exposed to activities, conditions, individuals, equipment or events which have potential to cause death, serious injury, disability, or property loss. Knowing the risks inherent in, and connected with these Ice Activities, conditions, equipment or events, and with the full understanding of the activities I will be performing, on behalf of myself, my executors, administrators, heirs, successors, assigns, and next of kin, **I HEREBY ASSUME THE RISKS OF INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INHERENT IN, AND/OR IN ANY WAY CONNECTED WITH, ATTENDING, PARTICIPATING IN, AND SPECTATING AT AN ICE SKATING, ICE HOCKEY OR OTHER ICE ACTIVITIES AT THE FACILITIES EVEN IF ARISING FROM THE NEGLIGENCE OF OTHER PERSONS EXECUTING A SIMILAR WAIVER AND RELEASE FROM LIABILITY.**

I KNOWINGLY RELEASE, INDEMNIFY, HOLD HARMLESS, AND DISCHARGE the following persons and entities: The City of San Jose; the HP Pavilion at San Jose; San Jose Sharks, LLC; San Jose Arena Management, LLC; Silicon Valley Sports & Entertainment, LLC; San Jose Sports and Entertainment Enterprises, LLC; and the officers, directors, employees, representatives, and agents (“Releasees”) of any and all of the above in connection with my any claim arising from or in any way connected with my use of, or my presence at the Facilities. **I AGREE NOT TO BRING ANY CLAIM AGAINST RELEASEES**, which claims concern in any way death, injury, damage, or loss of any type or nature, which arise out of, are related to, or are in any way connected with attending, participating in, volunteering at or spectating at Ice Activities, and/or which arise out of or are connected in any way with my use of, or my presence at the Facility (ies) at which (those) activities held, whether injury, death or disability, loss or damage is caused in whole or in part by negligence, gross carelessness, or other acts or failure to act of those persons or entities.

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT. I HEREBY AFFIRM AND ACKNOWLEDGE THAT I UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY. IF I AM UNDER THE AGE OF EIGHTEEN YEARS, MY PARENT/GUARDIAN HAS READ AND COMPLETED THE SECTION BELOW.

Date: _____
Print Name Signature

Address: _____ Apt #: _____

Phone No: () _____

PARENTAL CONSENT AND RELEASE

The undersigned parent/nature/legal guardian of _____ (“Participant”) hereby executes the foregoing Waiver and Release on behalf of the minor named herein. I hereby bind myself; the minor named herein, his/her executor, administrators, heirs, successors, assigns, and next of kin, to the terms of this Waiver and Release. I represent that I have the legal capacity and authority to act for, or on behalf of, the minor named herein. I agree to indemnify and hold harmless the persons and entities named herein from any claims and liabilities, which may be assessed against them as a result of, or arising out of my legal capacity or my authority to act for and on behalf of the minor named herein in the execution of the Waiver and Release.

Date: _____
Signature Parent or Guardian