

2025 SAN JOSE SHARKS PUBLICITY WAIVER & RELEASE AGREEMENT

Activity / Shoot: _____

San Jose Sharks, LLC, Sharks Ice, LLC, and The Sharks Foundation (collectively, "Club") desire to use and publicize the name, image, persona, likeness and other personal characteristics and private information of the individual named below (each referred to herein as "I" or "me") for advertising, promotion and other commercial and business purposes. In exchange for the participation in the activity, video shoot or photo shoot listed above ("Activity"), which may include a live video shoot, photo shoots, voice over broadcasts, interviews and other activities taking place on the date set forth below at SAP Center at San Jose and/or other locations in the Bay Area, California, and other good and valuable consideration, I give Club my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver & Release Agreement ("Agreement").

I hereby irrevocably permit, authorize and license to Club, and its subsidiaries, affiliates, successors and assigns, and their respective licensees, advertising agencies, promotion agencies and fulfillment agencies, and the employees, officers, directors, members, members and agents of each and all of them ("Authorized Persons"), to display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use and permit others to use my name, image, voice, likeness, persona and appearance and all materials created by or on behalf of Club that incorporate any of the foregoing ("Materials") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, display, point-of-sale and other advertising and promotional materials, press releases, the internet, social media, email and electronic promotions and correspondence, mobile applications and for any purpose, including but not limited to advertising, public relations, publicity, packaging and promotion of Club, its affiliates and businesses, products and services, without further consent from or royalty, payment or other compensation to me. For purposes of clarity, I also irrevocably grant permission to Club's media partners to use and broadcast the Materials on any television or radio station, or web-based media entity for any news, public affairs, educational, instructional public service, and/or other informational programming, or to distribute to schools, agencies or other organizations without compensation to me.

I hereby irrevocably transfer and assign to Club, its subsidiaries, affiliates, successors and assigns, my entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by Club and that Club has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Club's editing, alteration or use of the Materials. Club has no obligation to use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby covenant not to sue and forever discharge the Authorized Persons, the City of San Jose, San Jose Arena Management, LLC, the National Hockey League and each of their respective affiliates, and irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement and the use and exploitation of the Materials, and whether resulting in whole or in part by the negligence of Club or any other person, covenants not to make or bring any such Claim against any Authorized Person and forever releases and discharges the Authorized Persons from liability under such Claims. **I hereby 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.**

I represent and warrant to Club that the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required in connection herewith. I agree to defend, indemnify and hold harmless the Authorized Persons from and against all Claims by third parties resulting from my breach of any of the foregoing representations and warranties.

MISCELLANEOUS. This Agreement constitutes the sole and entire agreement of me and Club with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of me and Club and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without regard to its conflict of law provisions that may cause the application of laws of another jurisdiction. Any claim or cause of action arising under this Agreement shall be brought only in the federal and state courts located in Santa Clara County, and I hereby consent to the exclusive jurisdiction of such courts. **I HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT I 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 AGREEMENT.**

THIS AGREEMENT PROVIDES CLUB WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER AND RELEASE OF LIABILITY, ALLOWING CLUB TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CLUB. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THIS AGREEMENT VOLUNTARILY AND OF YOUR OWN FREE WILL.

CONSENT TO COLLECT DATA.

BY CHECKING THE BOX BELOW, YOU CONSENT TO THE COLLECTION AND USE OF YOUR PERSONAL INFORMATION (SUCH AS YOUR NAME, EMAIL ADDRESS, AND PHONE NUMBER) DURING THE ACTIVITY, AND ACKNOWLEDGE THAT SUCH COLLECTION MAY BE USED BY CLUB FOR MARKETING COMMUNICATIONS, EMAILS, NEWSLETTERS, PROMOTIONS, AND OTHER SPECIAL PROMOTIONS AS DETERMINED BY CLUB. YOU ARE NOT REQUIRED TO CHECK THE BOX BELOW IF YOU DO NOT CONSENT TO THE COLLECTION AND USE OF YOUR PERSONAL INFORMATION.

UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA), YOU HAVE THE RIGHT TO OPT-OUT OF THE SALE OR COLLECTION OF YOUR PERSONAL INFORMATION AT ANY TIME BY COMMUNICATING YOUR REQUEST TO CLUB THROUGH legal@sjsharks.com.

CLUB'S FULL PRIVACY POLICY IS LOCATED HERE: <https://nhl.com/sharks/team/privacy-policy>.

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I AGREE TO RECEIVE MARKETING COMMUNICATIONS AND CONSENT TO THE USE AND COLLECTION OF MY PERSONAL INFORMATION AS DESCRIBED ABOVE.

Acknowledged and accepted:

Print Name: _____ **Signature:** _____

Phone Number: _____ **Email Address:** _____

Date: _____