

EXTRA HOUR WAIVER & RELEASE AGREEMENT + COVID-19

In consideration for the opportunity to attend, volunteer and/or participate in the activities offered, provided by and/or taking place at Extra Hour Off-Ice Training at San Jose (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 Power Hour, LLC d.b.a. Extra Hour, and each of its subsidiaries, affiliates, members, directors, officers, employees, agents, heirs and assigns ("Extra Hour"), any sponsors or promoters of the Activities, and all others acting with the authority of Extra Hour (collectively, the "Releasees"), and the Participant hereby agrees to the following:

ACTIVITIES & RISKS. The Activities, including, but not limited to, synthetic on-ice performance, treadmill training, puck shooting machine, instruction, warm ups, drills, games, social gatherings, clinics, spectating and any other individual or group activities and events presented by Extra Hour, whether taking place at Extra Hour at San Jose, 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; 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 EXTRA HOUR 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 over broad or unenforceable.

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.

MANDATORY EQUIPMENT. Mandatory equipment required to rent a skate/shooting lane is helmet, gloves, hockey skates and hockey stick. Full equipment is required for goalies. If student/shooter does not bring the minimum required equipment and wear it at all times while on the skating/shooting lanes and in goalie training area, we reserve the right to deny the use of the lane and student/shooter will forfeit their session fee in its entirety.

CANCELLATION POLICY. 24-hour advance notice is required to receive a full refund; otherwise the session fee will be forfeited in its entirety. This booking is non-refundable once it is less than 24-hours before reserved session time. If this booking is canceled or if there is a no-show, the total price of this reservation will be charged.

RISK/LIABILITY. Participants and skaters assume all risks and danger of personal injury arising from or related in any way to admission to the Power Hour, LLC (d.b.a. Extra Hour) including specifically (but not exclusively) the danger of being injured by ice skates, hockey pucks and sticks, skating treadmill,

puck shooting machine, training equipment, other spectators or synthetic ice skaters, or by thrown objects. Holder agrees that the Power Hour, LLC (dba Extra Hour); and its employees are expressly released by Holder for claims arising from such causes. Holder further agrees to abide by the policies of Power Hour, LLC (d.b.a. Extra Hour) and the instructions of Power Hour, LLC (d.b.a. Extra Hour) personnel. By the purchase of this ticket, the Holder consents to the use of his/her image, without payment of consideration, in any news broadcasts, commercial broadcasts, advertising; social media or promotional publicity for Power Hour, LLC (d.b.a. Extra Hour).

Power Hour, LLC (d.b.a. Extra Hour) is not responsible for any personal items stolen or left within or around the premises.

ASSUMPTION OF THE RISK & WAIVER OF LIABILITY RELATING TO CORONAVIRUS (COVID-19)

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO). COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Power Hour, LLC (“Extra Hour”) has put in place preventative measures to reduce the spread of COVID-19; however, Extra Hour cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, entering the Extra Hour facility could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Extra Hour sessions and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Extra Hour facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Extra Hour employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at Extra Hour or participation in Extra Hour programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Extra Hour, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Extra Hour, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Extra Hour program.

Name of Child (Print): _____

Date & Signature of Parent/Guardian: _____

Parent/Guardian Name (Print): _____

Address/Telephone of Parent/Guardian: _____