HERSHEY BEARS HOCKEY ASSUMPTION OF RISK AND RELEASE

TOYOTA JUNIOR STARTER ON-ICE ACTIVITY

I hereby certify that I am the parent or legal guardian of the minor child who will be participating in the <u>on-ice</u> <u>ceremony during the National Anthem at a HERSHEY BEARS home game</u> ("Activity") at GIANT Center. I further certify that the minor child has permission to participate and that he/she is physically and medically able to participate in the Activity. In consideration of granting such permission, I agree individually and on behalf of the minor child to the terms of this Assumption of Risk and Release.

I knowingly, willingly and voluntarily wish for my minor child to participate in the Activity. I agree to follow all instructions for the Activity that are explained to me and my minor child, and I agree that my and my minor child's participation in the Activity can be revoked at any time for any or no reason whatsoever, including unsafe or rude conduct, or for the failure to follow instructions.

ASSUMPTION OF RISK: I am aware that participating in the Activity involves certain known and unanticipated inherent risks, dangers and hazards, which can result in serious bodily injury, including permanent disability, paralysis, death, head injuries, injuries to bones, joints, or muscles, cuts, or scrapes, or damage to personal property, including clothing, which may be caused by my or my minor child's own actions or inactions, those of others participating in the Activity, the condition of the ice-rink, or equipment and/or gear used by me, my minor child, or others in connection with the Activity. I hereby fully assume and accept all such known and unknown risks, even if arising from the acts of RELEASEES (defined below), and all responsibility for, and agree to indemnify, defend, and hold harmless the RELEASEES (defined below) from and against any and all liability, losses, damages, or expenses I or my minor child incur as a result of my or my minor child's participation in the Activity. I represent that I understand the nature of the Activity, which I acknowledge has been explained to me in detail, and that I and my minor child are physically and medically able to participate in such Activity.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing me and my minor child to participate in the Activity at GIANT Center, I hereby, for myself, my minor child, my heirs, next of kin, executors, personal representatives, administrators, and assigns, to the fullest extent permitted by law: (1) WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE and (2) HOLD HARMLESS Hershey Entertainment & Resorts Company, Hershey Bears Hockey Club, Regional Arena Management, LLC, Derry Township Industrial & Commercial Development Authority, and the related companies, directors, officers, employees, and agents of each ("RELEASEES") from and against any and all liability, losses, damages, or expenses based upon any claim or demand on account of injury to my or my minor child's person or property, or injury to the person or property of others, whether or not resulting in disability or death, and whether caused by the negligence of the RELEASEES or otherwise arising out of or resulting from my or my minor child's participation in the Activity at GIANT Center.

I ACKNOWLEDGE THAT I AND MY MINOR CHILD WILL RECEIVE VERBAL SAFETY INSTRUCTIONS FOR THE ACTIVITY AND THAT I AND MY MINOR CHILD WILL UNDERSTAND ALL OF THE INFORMATION THAT IS REVIEWED WITH US. I FURTHER ACKNOWLEDGE THAT I WILL HAVE THE OPPORTUNITY TO ASK FOR AND RECEIVE CLARIFICATION ON THE SAFETY INSTRUCTIONS FOR THE ACTIVITY. I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE, UNDERSTAND ITS TERMS, AND HAVE VOLUNTARILY AND KNOWINGLY SIGNED IT AS AN INDICATION OF MY ACCEPTANCE.