

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

PARTICIPANT: PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.

IN CONSIDERATION of being permitted to participate in the basketball game(s), event(s), contest(s) (each, a "Contest") and other activities scheduled to take place at the event known as "Jr. NBA Skills Challenge presented by Under Armour" (collectively, the "Event"), the undersigned, on behalf of my self, my participant child or ward (if applicable) (the "Participant"), and Participant's personal representatives, heirs, assigns, and next of kin, hereby:

1. (a) agrees that prior to participating, Participant will inspect the facilities and equipment to be used, and if Participant believes anything is unsafe, Participant will immediately advise an official of such conditions(s) and refuse to participate until such condition(s) is corrected; and (b) acknowledges and fully understands that Participant will be engaging in physical activities that involve the inherent risk of serious injury, including permanent disability and death which might result not only from Participant's own actions, inactions or negligence, but from the actions, inactions or negligence of NBA Properties, Inc. ("NBAP"), the National Basketball Association and its member teams (and each of their respective affiliates, administrators, designees, licensees, agents, coaches, officers, directors and employees), Under Armour, Inc. and each of its affiliates, administrators, designees, licensees, agents, coaches, officers, directors and employees other participants, and other operators, vendors, sponsoring agencies, sponsors, advertisers, and owners and lessees of premises used in connection with the Event (collectively, the "Released Entities"), the rules of play of the Event, the condition of the premises or of any equipment used and other risks not known to Participant or not reasonably foreseeable at this time, and Participant understands and voluntarily assumes all risks and responsibilities of participating;

2. **AGREES TO AND DOES HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE RELEASED ENTITIES FROM ALL LIABILITY AND CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR LOSS OR PROPERTY DAMAGE WHICH PARTICIPANT OR PARTICIPANT'S PERSONAL REPRESENTATIVES, HEIRS, ASSIGNS, AND NEXT OF KIN MAY HAVE OR WHICH MAY HEREAFTER ACCRUE TO PARTICIPANT OR PARTICIPANT'S PERSONAL REPRESENTATIVES, HEIRS, ASSIGNS, AND NEXT OF KIN, AS A RESULT OF PARTICIPANT'S PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENT, AND WHICH MAY BE ASSERTED AGAINST ANY OF THE RELEASED ENTITIES;**

3. **AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH OF THE RELEASED ENTITIES FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, JUDGMENT, LEGAL FEES, OR COSTS ARISING FROM OR INCURRED DUE TO PARTICIPANT'S PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASED ENTITY OR OTHERWISE;**

4. agrees that Participant's acts, poses, words and performances at the Event will be in good taste and will not reflect negatively on the image, reputation or business of the Released Entities, and grants full permission to each of the Released Entities (and each of their designees, agents and licensees), with no obligation to compensate Participant, to utilize Participant's name, voice, statements, image, likeness, biographical data and/or actions in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in any medium, whether now known or hereafter created, or context, without further authorization or compensation, and represents that Participant has the right to grant such permission;

5. understands and agrees that (a) Participant's refusal to accept any prize from any Contest or other activity shall constitute a forfeiture of that prize and shall release the Released Entities from any and all obligations in connection with such prize; (b) Participant is responsible for and shall pay all state, federal, provincial or other taxes on any and all cash and/or prizes Participant wins; (c) Participant will indemnify and hold the Released Entities harmless against any liability for any such taxes and agrees that any of the Released Entities may deduct or require payment of any such tax before delivery of a prize; and (d) any travel undertaken by Participant in connection with Participant's acceptance or use of any prize shall be taken at Participant's sole risk. FURTHERMORE, PARTICIPANT FULLY ACKNOWLEDGES, APPRECIATES AND UNDERSTANDS THE RISK THAT PARTICIPANT'S PARTICIPATION IN ANY CONTEST, ACCEPTANCE OF ANY PRIZES AND/OR NBAP'S USE OF THE MATERIALS COULD AFFECT ANY HIGH SCHOOL OR INTERCOLLEGIATE ATHLETIC ELIGIBILITY THAT PARTICIPANT MAY HAVE, AND PARTICIPANT FULLY ASSUMES SUCH RISK AND RELEASES THE RELEASED ENTITIES FROM ANY LIABILITY IN CONNECTION WITH ANY SUCH FAILURE TO BE ELIGIBLE FOR HIGH SCHOOL OR INTERCOLLEGIATE ATHLETIC COMPETITION; and

6. expressly agrees that (a) this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is governed by the laws of the State of New York, USA, and is intended to be as broad and inclusive as is permitted by New York law, and that if any portion hereof is held invalid, it is agreed that the balance shall nonetheless continue in full legal force and effect; and (b) for the purposes of any action or proceeding arising out of or related to this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, Participant expressly submits to the jurisdiction of all federal and state courts located in the State of New York.

PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, understands its terms, including that Participant is hereby giving up substantial legal rights, and further agrees that no oral representations, statements or inducement contrary to anything contained herein have been made by NBAP or any of its employees or agents or any of the other Released Entities. **If not signed by a parent or legal guardian below, Participant represents that Participant is eighteen (18) years of age or older, and Participant acknowledges that NBAP and each of the Released Entities is relying on the grant of rights contained herein. If signed by a parent or legal guardian, the parent or legal guardian has explained the risk of participating in the activity and safety rules to the Participant and Participant understands the inherent risks and agrees to follow all rules of participating.**

AGREED TO AND ACCEPTED:

Name of Participant (print)	Participant Date of Birth	Home Address City, State, Zip
Signature of Parent/Guardian (unless participant is over 18)	Parent/Guardian Phone	Parent/Guardian Email
Date	Gender	Age Group
	Male or Female	11U or 13U