



2009 DAKOTA WIZARDS PLAYER TRYOUT REGISTRATION FORM

PERSONAL DATA:

First Name _____ Last Name _____ Middle Initial _____
Home Address _____
City _____ State _____ Zip _____
Home Phone # _____ Cell Phone # _____
Email Address _____
Height _____ Weight _____
Employer &/or School _____ Work/School # _____
Occupation _____ Full Time [] Part-Time []
Are you at least 18 years of age by October 10, 2009 Yes [] No []
U.S. Citizen Yes [] No [] Other _____
Have you ever been arrested? Yes [] No [] If yes, provide details? _____
Alternative Contact (through which you can always be reached during the tryout period):
Name _____ Phone # _____

EDUCATIONAL DATA:

Name of High School Completed _____ State _____
College/University _____ Current Year _____
Major _____ Minor _____
Graduated? Yes [] No [] If so, when? _____

PROFESSIONAL PLAYING EXPERIENCE:

Have you ever played professional basketball? Yes [] No []
If yes, when? _____ Where? _____ With Whom? _____

In one sentence, please define the "goal" you hope to achieve as a Dakota Wizards player?

PLEASE BE SURE TO ATTACH ALL THE FOLLOWING:

- Completed Registration Form
- Signed Player Release & Eligibility Form
- Disclosure Form
- Authorization, Acknowledgment & Release Form
- Registration Fee in form of Cash, Credit Card, Cashier's Check or Money Order ****NO PERSONAL CHECKS****
- If sending a Money Order or Cashier's Check, please make payable to Dakota Wizards

MAIL APPLICATION MATERIALS TO:

Dakota Wizards
Attn: Player Tryouts
PO Box 4066
Bismarck, ND 58501
OR FAX TO: (701) 255-7967 (with Credit Card info)

Credit Card Info (circle one): Visa MasterCard Discover American Express

Card Number: _____ Exp. _____

Early Registration Deadline is MONDAY, OCTOBER 5th (\$150 by the deadline / \$175 at the door)

2009 LOCAL PLAYER TRYOUT
PLAYER RELEASE & ELIGIBILITY FORM

In consideration for my participation in the **2009** Bismarck Professional Basketball, Inc. d/b/a Dakota Wizards ("Team") NBA Development League Local Player Tryout ("Tryout"), and for other good and valuable consideration, receipt of which is hereby acknowledged, I, by my signature below, hereby acknowledge and agree to all of the terms set forth in this Release and Eligibility Form. Accordingly, I hereby:

1. declare that I have satisfied all applicable requirements of subsection (a) below and one of the requirements of subsection (b) below:
 - a. The player (i) is or will be at least eighteen (18) years of age during the calendar year in which the D-League Draft is held, and (ii) with respect to a player who is not an International Player (as defined below), has graduated from high school (or, if the player did not graduate from high school, the class with which the player would have graduated had he graduated from high school has graduated); and
 - b. Either (i) The player has not attended a college or university in the United States during the academic year that takes place during all or any part of the Season; or (ii) The player has no remaining intercollegiate basketball eligibility.
 - c. For purposes of this section, an "International Player" is a player: (i) who has maintained a permanent residence outside of the United States for at least the three (3) years prior to the D-League Draft, while participating in the game of basketball as an amateur or as a professional outside of the United States; (ii) who has never previously enrolled in a college or university in the United States; and (iii) who did not complete high school in the United States.
2. acknowledge that there are risks associated with the strenuous athletic and physical activity that I will be involved in during the Tryout;
3. acknowledge by this writing, that NBA Development League, LLC ("NBADL") and Team have recommended that I obtain medical clearance from a physician prior to my participation in the Tryout. I understand the risks attendant to my failure to obtain medical clearance. By my signature below, I hereby represent that I either have received such medical clearance or, contrary to the recommendation of NBADL and Team, have decided not to obtain such medical clearance. I also understand the risks inherent in participating in the Tryout;
4. consent to undergo examination by any physician, hospital, laboratory, clinic, and other health care provider ("Health Care Provider") designated by NBADL or Team and authorize any such Health Care Provider to use and/or disclose to NBADL and Team and/or the physicians and/or officials of any NBADL team any health or medical record, including but not limited to, all information relating to any injury, sickness, disease, condition, medical history, laboratory or test result, medical or clinical status, diagnosis, treatment or prognosis ("Health Information") obtained in conjunction with any such examination for any purpose relating to my participation and/or in connection with any potential employment by NBADL. I further acknowledge that any Health Information disclosed may be redisclosed by the recipient of such information, that I will sign any additional individual authorizations as may be requested by NBADL or Team to facilitate disclosure of Health Information, and that NBADL shall not be obligated to me for any medical expenses or damages;
5. release, waive and forever discharge any and all claims of damages or causes of action, including but not limited to, death, personal injury or loss or damage to property, which I, or any of my representatives, heirs, next of kin or assignees ("Representatives") may have or which may hereinafter accrue to me or my Representatives in connection with (a) my voluntary participation in the Tryout, (b) the release and dissemination of Health Information, or (c) otherwise, and which may be asserted by me or my Representatives against NBADL, its parent, subsidiary or affiliated companies or entities, or its teams (collectively, "Released Entities"), and, for each such Released Entity, its respective officers, directors, owners, governors, officials, volunteers, employees, agents, representatives, successors and assigns (collectively, and together with the Released Entities, the "Releasees"), whether caused by the acts, omissions or negligence of any Releasee or by any other person or entity;
6. give and grant perpetually to NBADL and its designees the exclusive non-revocable right in and to my routines, performances, concepts, and other materials created in connection with the Tryout and the proceeds of such performances and materials, including, without limitation, the perpetual and unlimited right to reproduce by any means (whether now known or hereafter developed) my voice, image, likeness, name, nickname, signature, biographical data, and any other identifying attributes ("Attributes") and any and all of my performances, appearances, related materials, and all such effects made, produced or created in connection with the Tryout (together with Attributes, being referred to collectively as the "Materials"), and the complete and unencumbered right throughout the world, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform, use and re-use for any purpose, in any manner, by any means and in any medium, whether now known or hereafter developed, all or any part or parts of the Materials, without any further consideration to me or my Representatives and without further authorization; and
7. acknowledge and accept sole responsibility for all of the hazards and risks associated with or related to my participation in the Tryout and for any damage or injury that I may cause to others; I expressly assume all risk of injury (including permanent disability and death) arising out of my participation in the Tryout, howsoever caused or arising and whether by negligence or otherwise, and accept personal responsibility for the damages following such injury, permanent disability or death.

By signing this form, I acknowledge that I have received, read and understand the provisions set forth above, and voluntarily consent to and accept the terms therein.

AGREED TO AND ACCEPTED:

Signature: _____ Date: _____

Name (Print): _____

BACKGROUND CHECK
AUTHORIZATION, ACKNOWLEDGMENT & RELEASE

By my signature below, I certify the following:

1. The National Basketball Association and/or its affiliated entities, such as NBA Development League, LLC, and WNBA, LLC (collectively, "NBA") has advised me that the NBA or its agent (including, but not limited to, ChoicePoint WorkPlace Solutions Inc.) may obtain a consumer report and/or investigative consumer report about me in connection with my possible or continuing employment with the NBA.
2. I authorize the NBA or its agent to procure a consumer report and/or investigative consumer report for employment purposes at any time during my employment, or application for employment, with the NBA, and, in doing so, to obtain any transcripts, records, documents, or other information pertaining to my background, history, education, and/or prior employment.
3. I also authorize all persons, corporations, companies, former employers, supervisors, credit agencies, educational institutions, law enforcement agencies, city, state, county and federal courts, and military services to release all such information and records about me or my background to the NBA or its agents, and to the maximum extent permitted by law, I hereby release all such parties, and the NBA and its officers, directors, employees and agents, from any and all liability with respect to the release of any such information and records about me and the procurement of any consumer report or investigative report.
4. This authorization is valid in original or copy form and shall remain on file and serve as a continuing authorization for the NBA to procure consumer reports and/or investigative consumer reports for employment purposes at any time during my employment by the NBA.
5. The information on the following page is true and correct.

Full Name: _____ Date: _____
(Signature)

Full Name: _____
(Typed or Printed)

Current Address: _____
(Street No., Street, Apt., City, State, Zip Code)

Telephone No. _____ Social Security No.: _____

Date of Birth: _____ Driver's Lic. # and State _____

Please list the location(s) (by city, state, and zip code) where you have lived and/or worked the past 7 years:

From: _____ To: _____ City: _____ State: _____ Zip Code: _____

From: _____ To: _____ City: _____ State: _____ Zip Code: _____

From: _____ To: _____ City: _____ State: _____ Zip Code: _____

From: _____ To: _____ City: _____ State: _____ Zip Code: _____

BACKGROUND CHECK
DISCLOSURE FORM

Pursuant to the Fair Credit Reporting Act, you are hereby notified that the National Basketball Association and its affiliated entities, such as NBA Development League, LLC, and WNBA, LLC (collectively "NBA"), or their agents (including, but not limited to, ChoicePoint WorkPlace Solutions Inc.) may obtain a consumer report and/or an investigative consumer report on you. A consumer report will provide information from a consumer-reporting agency about your credit standing, general reputation, and mode of living. An investigative consumer report is designed to provide information about your character, general reputation, and/or mode of living and may include information obtained by interviews with your friends, neighbors, and associates. Such consumer reports and investigative consumer reports may be obtained and used by the NBA for any employment purpose at any time during your employment and/or application for employment.

You are entitled to request that the NBA inform you whether an investigative report was prepared and, if so, the name and address of its preparer. You further are entitled to request from the NBA information on the scope and nature of the investigation underlying the investigative consumer report by contacting the consumer-reporting agency that prepared it. Any such requests should be directed to NBA's Vice President, Security.

Please sign below to confirm that you received, read, and understood the terms of this Disclosure Form.

Full Name: _____ Date: _____
(Signature)

Full Name: _____
(Typed or Printed)