



NBA Entertainment

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in the basketball game(s), event(s), contest(s) (each, a "Contest") and other activit(ies) scheduled to take place at the event known as the 2010 NBA All-Star Jam Session in Dallas, TX (collectively, the "Events"), I, the undersigned, on behalf of myself, my participant child or ward (if applicable), and my personal representatives, heirs and next of kin, hereby:

1. agree that prior to participating, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise an official of such conditions(s) and refuse to participate until such condition(s) is corrected;
2. acknowledge and fully understand that I will be engaging in activities that could involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of others, the rules of play of the Events, the condition of the premises or of any equipment used and that there may be other risks not known to me or not reasonably foreseeable at this time, and assume all the foregoing risks and accept personal responsibility for any and all damages in connection with such injury, permanent disability or death;
3. release, waive and forever discharge any and all claims of damages for death, personal injury or loss or property damage which I may have or which may hereafter accrue to me, as a result of my participation in or otherwise in connection with the Events, and which may be asserted by me or on my behalf against NBA Entertainment ("NBAE"), the National Basketball Association and its member teams (and each of their respective affiliates, administrators, agents, coaches, officers, directors and employees), other participants, operators, vendors, sponsoring agencies, sponsors, advertisers, and owners and lessees of premises used in connection with the Events (collectively, the "Released Entities");
4. agree that my acts, poses, words and performances at the Events will be in good taste and will not reflect negatively on the image, reputation or business of the Released Entities and agree to indemnify and save and hold harmless each of the Released Entities from any loss, liability, damage or cost they may incur due to my participation in or otherwise in connection with the Events, whether caused by the negligence of any Released Entity or otherwise;
5. grant full permission to each of the Released Entities (and each of their designees and licensees), with no obligation to compensate me, to use my name, voice, statements, image, likeness, and/or actions, in addition to any photographs, videotapes, motion pictures, recordings, and/or other record of my performance(s) in the Events in perpetuity worldwide in any manner and in any and all media, whether now known or hereafter devised (the "Materials"), and represent that I have the right to grant such permission;
6. understand and agree that (a) my refusal to accept any prize from any Contest or other activity shall constitute a forfeiture of that prize and shall release the Released Parties from any and all obligations in connection with such prize; (b) I am responsible for and shall pay all state and federal or other taxes on any and all cash and/or prizes I win; (c) I will indemnify and hold the Released Parties harmless against any liability for any such taxes and agree that any of the Released Parties may deduct or require payment of any such tax before delivery of a prize; and (d) any travel undertaken by me in connection with my acceptance or use of any prize shall be taken at my sole risk. FURTHERMORE, I FULLY ACKNOWLEDGE, APPRECIATE AND UNDERSTAND THE RISK THAT MY PARTICIPATION IN ANY CONTEST, ACCEPTANCE OF ANY PRIZES AND/OR NBAE'S USE OF THE MATERIALS COULD AFFECT ANY HIGH SCHOOL OR INTERCOLLEGIATE ATHLETIC ELIGIBILITY THAT I MAY HAVE, AND I FULLY ASSUME SUCH RISK AND RELEASE THE RELEASED PARTIES FROM ANY LIABILITY IN CONNECTION WITH ANY SUCH FAILURE TO BE ELIGIBLE FOR HIGH SCHOOL OR INTERCOLLEGIATE ATHLETIC COMPETITION; and
7. expressly agree that (a) this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of New York (which shall govern this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT) 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 this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, I expressly submit to the jurisdiction of all federal and state courts located in the State of New York.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducement contrary to anything contained herein have been made by NBAE or any of its employees or agents. If not signed by my parent or legal guardian below, I represent that I am eighteen (18) years of age or older, and I acknowledge that NBAE and each of the Released Parties is relying on the grant of rights contained herein.

AGREED TO AND ACCEPTED:

Name (please print)

Signature

Age

Signature of Parent or Legal Guardian
(if releasing party is under eighteen (18) years of age)

Date

