



NBA Entertainment

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in the basketball game(s), event(s) and other activit(ies) scheduled to take place at the event known as the PowerBar Triple Threat 3-on-3 Tournament scheduled to take place during 2005 NBA Rhythm 'n Rims presented by Sprite May 7 – July 31, 2005 at at least ten (10) independent sites: Minneapolis, MN, Los Angeles, CA, San Francisco, CA, Miami, FL, Denver, CO, Detroit, MI, Dallas, TX, Indianapolis, IN, Chicago, IL and New York, NY and such other sites as may be determined by NBAE (as defined below) (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 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 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 discharge any and all claims of damages for death, personal injury 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 (including without limitation, any lodging or transportation provided to me in connection with the Events or otherwise), and which may be asserted by me or on my behalf against NBA Entertainment, a division of NBA Properties, Inc. ("NBAE"), the National Basketball Association and its member teams, and each of their respective affiliates, administrators, agents, coaches, officers, directors and employees, other participants, sponsoring agencies, sponsors (including, with limitation, PowerBar Inc.), advertisers, and if applicable, 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 the Released Entities and each of them 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 or breach of any of the covenants and representations contained herein;
5. grant full permission to the NBAE (and any other Release Entities authorized by NBAE), with no obligation to compensate me, to use any photographs, videotapes, motion pictures, recordings, or other record of my performance(s) in the Events in perpetuity in any production and for purposes of promoting the NBA, any other Released Entity) or any Event and represent that I have the right to grant such permission; and
6. expressly agree that this RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by all applicable laws and that if any portion hereof is held invalid, it is agreed that the balance shall nonetheless continue in full legal force and effect.

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.

AGREED TO AND ACCEPTED:

_____	_____	_____	_____
Date	Signature	Print Name (Player #1)	Parent or Guardian Signature (if Participant is under 18 years old)
_____	_____	_____	_____
Date	Signature	Print Name (Player #2)	Parent or Guardian Signature (if Participant is under 18 years old)
_____	_____	_____	_____
Date	Signature	Print Name (Player #3)	Parent or Guardian Signature (if Participant is under 18 years old)
_____	_____	_____	_____
Date	Signature	Print Name (Player #4)	Parent or Guardian Signature (if Participant is under 18 years old)