



**2008 LOCAL PLAYER TRYOUT
PLAYER RELEASE & ELIGIBILITY FORM**

In consideration for my participation in the 2008 **Erie BayHawks** NBA Development League ("D-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 Player 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.

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 Player 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.

acknowledge that there are risks associated with the strenuous athletic and physical activity that I will be involved in during the Tryout;

acknowledge by this writing, that NBA Development League, LLC ("NBADL") has 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, 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 and authorize any such Health Care Provider to use and/or disclose to NBADL 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 member 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): _____