



RELEASE AND WAIVER FORM

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in connection with my admission to, and/or voluntary participation in, the Wheelchair Basketball Clinic at NBA All-Star 2009 in Phoenix, Arizona (the "Event"), I understand that the activities I engage in related to the Event may include physical labor. I hereby (a) freely, voluntarily and without duress agree to participate in the Event and execute this Release and Waiver Form ("Release") and (b):

1. acknowledge and accept sole responsibility for all of the hazards and risks to me and my property associated with or related to my participation in the Event and for any damage or injury that I may cause to others;
2. 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 the my representatives, heirs, next of kin or assignees (my "Representatives") may have or which may hereinafter accrue to me or my Representatives as a result of my voluntary participation in the Event or otherwise and which may be asserted by me or my Representatives against NBA Properties, Inc. ("NBAP"), NBA Entertainment (a division of NBAP), NBA Media Ventures, LLC, NBA Store, LLC, the National Basketball Association and any of its member teams, any sponsor, promoter or advertiser of the Event, and any of their respective related entities, subsidiaries and affiliates (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 engaged in voluntary participation in the Event or otherwise;
3. grant permission to the Released Entities (or their respective licensees) to utilize my name, voice, statements, photograph, image, likeness, actions and/or biographical data in any live or recorded form (including, but not limited to, any form of video display or other transmission or reproduction), in whole or in part, for promotional, commercial or any other purpose, in perpetuity worldwide in any media whether now known or hereafter created without any additional consideration, and I do expressly waive any and all future claims or demands based on any alleged violation of my right to privacy, right to publicity and/or any other claims in any way associated with or arising out of my appearance in any media format regarding the Event;
4. agree that this Release is intended to be as broad and inclusive as permitted by applicable laws and in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable; and
5. represent that I have carefully read this Release and that I fully understand its content, that I am eighteen (18) years of age or older or that this form is signed below by my parent or guardian, and that I acknowledge that the Released Entities are relying on grants of rights contained herein.

AGREED TO AND ACCEPTED:

Name: _____

Age (provide only if participant is under 18): _____

Signature: _____ Date: _____

THE FOLLOWING MUST BE COMPLETED IF PARTICIPANT IS UNDER 18 YEARS OF AGE

In consideration of the above-named participant's participation in, or admission to, the Event, I, by my signature below, and in my capacity as the participant's parent or guardian, hereby (a) give permission for the Participant, who is my child or ward, to attend, and/or participate voluntarily in, the Event and (b) acknowledge and agree to all of the terms set forth in this Release.

Name of Parent or Guardian: _____

Signature of Parent or Guardian: _____ Date: _____