



2016 NBA D-LEAGUE NATIONAL TRYOUT PLAYER RELEASE & ELIGIBILITY FORM

In consideration for my participation in the 2016 NBA Development League ("NBA D-League") National Tryouts ("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 Player Release & Eligibility Form. Accordingly, I hereby:

1. declare that I ("the player") 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 NBA 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 or Canada, its territories and/or any other countries 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 or Canada for at least the three (3) years prior to the NBA D-League Draft, while participating in the game of basketball as an amateur or as a professional outside of the United States or Canada; (ii) who has never previously enrolled in a college or university in the United States or Canada; and (iii) who did not complete high school in the United States or Canada;
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") 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 the NBA D-League. 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 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 parents, subsidiaries 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): _____



**2016 NBA DEVELOPMENT LEAGUE NATIONAL TRYOUT HEALTH INFORMATION
AUTHORIZATION**

By my signature below, I authorize the use and/or disclosure of my Health Information as follows:

1. This authorization applies to all Health Information about me that is now (or, during the period covered by this authorization, may be) in the possession, custody or control of the persons or entities (or classes of persons or entities) identified in Paragraph 2 below. As used in this authorization, "Health Information" means all information relating to my past, present or future physical or mental health or condition or medical record (including, but not limited to, my electronic medical record), including, but not limited to, all information relating to any injury, sickness, disease, condition, medical history, laboratory report or x-ray or other imaging test result, screening, medical or clinical status, diagnosis, treatment or prognosis.
2. I authorize the following persons and entities (or classes of persons and entities) to use and/or disclose to any Health Care Provider any of the Health Information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control for any purpose relating to my employment (or potential employment) as a player in the National Basketball Association ("NBA") and/or the NBA Development League ("D-League"), or my participation on a basketball team playing in a summer league, including, without limitation, for any purpose relating to player health and fitness: any physicians, hospitals, laboratories, clinics, trainers, therapists, and/or any other health care professionals, medical record providers or organizations (each a "Health Care Provider").
3. During the period covered by this authorization, any Health Care Provider may disclose my Health Information to: (a) the NBA; (b) the D-League; (c) the physicians, owners, general managers, coaches, trainers, therapists, and counsel and other team personnel (collectively "Team Personnel") of the NBA, D-League or summer league team or teams for which I have agreed (or may agree) to render playing services; (d) in the event of any contemplated assignment of my playing contract to another NBA or D-League team, or the potential signing of a playing contract with an NBA or D-League team, the Team Personnel of such other team or teams; (e) any other NBA or D-League team or Team Personnel as designated by the NBA or D-League, (f) any entity from which any NBA or D-League team seeks to procure, or has procured, any insurance policy covering my life or any disability, injury or illness I may suffer or sustain; and (g) any entity from which the NBA or D-League receives electronic medical record related services; (h) my player agent or representative; and/or (i) the media or public as a part of a team's public disclosure of player medical information under Article XXII, Section 3, Article XLI, Section 4, the NBA's injury and illness reporting procedures for teams reporting injuries and participation statuses to the media; and/or Exhibit A of the 2011 NBA/NBPA Collective Bargaining Agreement ("CBA") if applicable.
4. I understand that any of my Health Information that is disclosed pursuant to this authorization may be redisclosed by the recipient of such information and no longer be protected by local, state or federal health information privacy laws or regulations.
5. I understand that my medical treatment will not be conditioned upon whether or not I sign this form, except in the case of health care that is solely for the purpose of creating Health Information for such purposes, uses and disclosures as set forth in Paragraphs 2 and 3 of this authorization.
6. Unless previously revoked, this authorization shall expire upon the later of: (a) one hundred twenty (120) months from the date it is signed; or (b) one year following the termination of all agreements that have provided for my employment as an NBA or D-League player (including, but not limited to, in connection with my summer league participation).
7. I understand that I have the right to revoke this authorization at any time (but not without potential consequences as acknowledged below). In order to be effective as to any particular Health Care Provider, my revocation must be in writing and have been received by the Health Care Provider. The NBA will provide reasonable assistance to me in coordinating this revocation process with relevant NBA, D-League, and/or summer league teams and applicable Health Care Providers, but to receive this assistance I must provide a copy of my written revocation to the NBA at 645 Fifth Avenue, New York, New York 10022 (attn: General Counsel), and assist the NBA in identifying relevant Health Care Providers. I understand that my revocation will not be effective to the extent that anyone has already used or disclosed my Health Information in reliance upon this authorization. I further understand that my right to revoke this authorization shall not serve to excuse any failure on my part to comply with the provisions of any individual contract covering my employment as an NBA or D-League player to which I am (or may be) a party, or any other agreement that may govern the terms and conditions of my employment as an NBA or D-League player. In this regard, I understand that, if I do revoke this authorization, I may be subject to disciplinary action under the terms of my NBA Uniform Player Contract, D-League contract, if any, and/or the CBA.
8. I acknowledge that I have received a copy of this authorization.

SIGNATURE

DATE

PRINTED NAME

DATE OF BIRTH