



**RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL
CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL
ACTIONS.**

IN CONSIDERATION of being permitted to participate in the basketball game(s), clinic(s), event(s), contest(s) (each, a "**Contest**"), film/photo shoots and other activities scheduled to take place at the events known as "2022 NBA 3X" taking place in Barcelona (ES) in SEPT 2022 (collectively, the "**Event**"), the undersigned, on behalf of myself, my participant child or ward (if applicable) (the "**Participant**"), and Participant's personal representatives, heirs, assigns, and next of kin, hereby:

1. understands that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "**COVID-19**") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that may be implemented from time to time by NBA Properties, Inc. ("**NBAP**"), and/or third parties (including, but not limited to, governmental agencies and NBAP's designees) (collectively, the "**Event Site Protocols**"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition;

2. understands and knowingly and voluntarily assumes all risks related to Participant's participation in the Event and traveling to, entrance to, and presence at the Event, which may include an increased risk of exposure to illness (including, without limitation, COVID-19), personal injury, disability, other short-term or long-term health effects and/or death;

3. (a) agrees that prior to participating, Participant will inspect the facilities and equipment to be used, and if Participant believes anything is unsafe, Participant will immediately advise an official of such condition(s) and refuse to participate until such condition(s) is (are) corrected; and (b) acknowledges and fully understands that Participant will be engaging in physical activities that involve the inherent risk of serious injury, including permanent disability and death, which might result not only from Participant's own actions, inactions or negligence, but also from the actions, inactions or negligence of any of the Released Parties (as defined below), the rules of play of the Event, the condition of the premises or of any equipment used and other risks not known to Participant or not reasonably foreseeable at this time, and Participant understands and voluntarily assumes all risks and responsibilities of participating;

4. KNOWINGLY, VOLUNTARILY AND IRREVOCABLY AND FOREVER RELEASES, WAIVES AND DISCHARGES (AND COVENANTS NOT TO SUE), EACH AND ALL OF THE RELEASED PARTIES FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MY DEATH, PERSONAL INJURY, SICKNESS (INCLUDING ILLNESS AND OTHER RISKS OF EXPOSURE TO COVID-19, OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, OR A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS), DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH PARTICIPANT MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASED PARTIES AS A RESULT OF OR THAT RELATE IN ANY WAY TO (I) PARTICIPANT'S EXPOSURE TO COVID-19; (II) PARTICIPANT'S PARTICIPATION IN THE EVENT; (III) PARTICIPANT'S TRAVEL TO OR FROM OR PRESENCE WITHIN OR AROUND THE EVENT SITE OR COMPLIANCE WITH ANY EVENT SITE PROTOCOLS; OR (IV) ANY OF THE RISKS IDENTIFIED ABOVE IN SECTIONS 1-3, IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE.

FOR THE PURPOSES HEREOF, THE "RELEASED PARTIES" ARE: (I) THE NBA AND ITS MEMBER TEAMS, NBAP, WNBA ENTERPRISES, LLC, THE WNBA AND ITS TEAMS, NBA DEVELOPMENT LEAGUE, LLC, THE NBA G LEAGUE AND ITS TEAMS, NBA 2K LEAGUE, LLC, THE NBA 2K LEAGUE AND ITS TEAMS, USA BASKETBALL, AND EACH OF THEIR RESPECTIVE AFFILIATES, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, PLAYERS, COACHES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND OTHER PERSONNEL (COLLECTIVELY, THE "NBA PARTIES"); (II) THE EVENT SITE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL ARENAS,

HOTELS AND OTHER VENUES THEREIN (INCLUDING THE OWNERS, LESSEES AND SUBLESSEES THEREOF), SPONSORS, CONTRACTORS AND OTHER VENDORS; (III) OTHER THIRD PARTIES PRESENT AT OR FROM TIME TO TIME BROUGHT TO THE EVENT SITE (INCLUDING, WITHOUT LIMITATION, MEDIA AND MEDICAL PERSONNEL); AND (IV) ANY PARENTS, SUBSIDIARIES, AFFILIATED AND RELATED COMPANIES AND OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYERS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, INSURERS, REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS OF EACH OF THE FOREGOING ENTITIES AND PERSONS, WHETHER PAST, PRESENT OR FUTURE AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES;

5. AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH OF THE RELEASED PARTIES FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, JUDGMENT, LEGAL FEES, OR COSTS ARISING FROM OR INCURRED DUE TO PARTICIPANT'S PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE;

6. agrees that Participant's acts, poses, words and performances at the Event will be in good taste and will not reflect negatively on the image, reputation or business of the Released Parties, and grants full permission to each of the Released Parties (and each of their designees, agents and licensees), with no obligation to compensate Participant, to utilize Participant's name, voice, statements, image, likeness, biographical data and/or actions in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction (or any derivative works thereof) made of, prior to, at, or after the Event in any medium, whether now known or hereafter created, or context, without further authorization or compensation, and represents that the undersigned (including on behalf of Participant, if applicable) has the right to grant such permission;

7. understands and agrees that (a) Participant's 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) Participant is responsible for and shall pay all state, federal, provincial or other taxes on any and all cash and/or other prizes Participant wins; (c) the undersigned (and Participant, if applicable) will indemnify and hold the Released Parties harmless against any liability for any such taxes and agrees 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 Participant in connection with Participant's acceptance or use of any prize shall be taken at Participant's sole risk. FURTHERMORE, THE UNDERSIGNED (INCLUDING ON BEHALF OF PARTICIPANT, IF APPLICABLE) FULLY ACKNOWLEDGES, APPRECIATES AND UNDERSTANDS THE RISK THAT PARTICIPANT'S PARTICIPATION IN ANY CONTEST, ACCEPTANCE OF ANY PRIZES AND/OR THE USE OF THE MATERIALS BY THE RELEASED PARTIES COULD AFFECT ANY HIGH SCHOOL OR INTERCOLLEGIATE ATHLETIC ELIGIBILITY THAT PARTICIPANT MAY HAVE, AND THE UNDERSIGNED (INCLUDING ON BEHALF OF PARTICIPANT, IF APPLICABLE) FULLY ASSUMES SUCH RISK AND RELEASES THE RELEASED PARTIES FROM ANY LIABILITY IN CONNECTION WITH ANY SUCH FAILURE TO BE ELIGIBLE FOR HIGH SCHOOL OR INTERCOLLEGIATE ATHLETIC COMPETITION;

8. agrees to comply with all Event Site Protocols determined by the Released Parties; and

9. expressly agrees that (a) this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is governed by the laws of the State of New York, USA, and is intended to be as broad and inclusive as is permitted by New York law, 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 or related to this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, the undersigned (including on behalf of Participant, if applicable) expressly submits to the exclusive jurisdiction of all federal and state courts located in the State of New York.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, understands its terms, including that Participant is hereby giving up substantial legal rights, and further agrees that no oral representations, statements or inducement contrary to anything contained herein have been made by NBAP or any of its employees or agents or any of the other Released Parties.



If not signed by a parent or legal guardian below, Participant represents that Participant is eighteen (18) years of age or older, and Participant acknowledges that each of the Released Parties is relying on the grant of rights contained herein. If signed by a parent or legal guardian, the parent or legal guardian acknowledges that each of the Released Parties is relying on the grant of rights contained herein and has explained the risk of participating in the activity and safety rules to the Participant and Participant understands the inherent risks and agrees to follow all rules of participating. This RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT may be executed and delivered by electronic means.

AGREED TO AND ACCEPTED:

Name of Participant (pleaseprint):	Signature of Participant (or guardian if Participant is under 18):	Home Address:	Age of Participant if under 18:	Date: