

Event Waiver

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Thank you for taking the opportunity to join the NBA family! We look forward to your participation in the NBA activities described below and to have a great time with us. In order to do so, please read and sign the below.

IN CONSIDERATION of being permitted to participate in the basketball game(s), event(s), contest(s) (each, a "Contest") and other activit(ies) scheduled to take place at the event known as the "NBA 3X-Odense" taking place in Odense (Denmark) (collectively, the "Events"), the undersigned, on behalf of myself, my participant child or ward (if applicable) (the "Participant"), and Participant's personal representatives, heirs and next of kin, hereby:

1. (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 conditions(s) and refuse to participate until such condition(s) is corrected; and (b) acknowledges and fully understands that Participant will be engaging in activities that could involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from Participant's own actions, inactions or negligence, but from the actions, inactions or negligence of others, the rules of play of the Events, the condition of the premises or of any equipment used and that there may be other risks not known to Participant or not reasonably foreseeable at this time, and assumes all the foregoing risks and accepts personal responsibility for any and all damages in connection with such injury, permanent disability or death, in each case subject to clause 2 below;

2. releases, waives and forever discharges [PROVIDED THAT nothing in this Release and Waiver of Liability and Indemnity Agreement shall seek to limit or exclude any person's liability for fraud or for death or personal injury caused by its negligence], any and all claims of damages for death, personal injury or loss or property damage which Participant may have or which may hereafter accrue to Participant, as a result of Participant's participation in or otherwise in connection with the Events, and which may be asserted by Participant or on Participant's behalf against Odense Kommune, NBA Properties, Inc., ("NBAP"), NBA UK, Ltd., the National Basketball Association and its member teams, (and each of their respective affiliates, administrators, designees, licensees, agents, coaches, officers, directors and employees), other participants, operators, vendors, sponsoring agencies, sponsors, advertisers, media rights partners and owners and lessees of premises used in connection with the Events (collectively, the "Released Entities");

3. agrees that Participant's 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 agrees to indemnify and save and hold harmless each of the Released Entities from any loss, liability, damage or cost that may incur due to Participant's participation in or otherwise in connection with the Events, howsoever caused;

4. grants full permission to each of the Released Entities (and each of their designees and licensees), with no obligation to compensate Participant, to use Participant's name, voice, statements, image, likeness, biographical data and/or actions, in addition to any photographs, audio, video, audio-video and/or other affixation of Participant's performance(s) in the Events in perpetuity worldwide in any manner and in any and all media, whether now known or hereafter devised (the "Materials") (including in any promotion or advertising of the Materials), and represents that Participant has the right to grant such permission;

5. 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 Entities from any and all obligations in connection with such prize; (b) Participant is responsible for and shall pay all state and federal or other taxes on any and all cash and/or prizes Participant wins; (c) Participant will indemnify and hold the Released Entities harmless against any liability for any such taxes and agree that any of the Released Entities 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 and, unless otherwise expressly agreed by NBAP, cost; and

6. expressly agrees that (a) this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of New York (which shall govern this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT) and the laws of Denmark, 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 this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, Participant expressly submits to the jurisdiction of all federal and state courts located in the State of New York.

7. By signing below, I consent to the transfer of my, and Participant's, personal information as set forth below and in the registration process for the "NBA 3X - Odense" to the NBA and its affiliates in the United States for the purpose of providing me with NBA-related information. I acknowledge that the use of my information will be conducted in accordance with the laws of the United States, which are not equivalent to those of my home country, as well as the NBA.com Network Privacy Policy. I understand that my, and Participant's, personal information will be provided to the NBA for its use in accordance with its Privacy Policy (http://www.nba.com/news/privacy_policy.html).

PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, 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. **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 NBAP and each of the Released Entities is relying on the grant of rights contained herein.**

AGREED TO AND ACCEPTED:

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