

PLEASE READ

PG Valor Tryout Waiver

You are trying out for a position with the PG Valor, ABA Basketball team. We have a 12-man roster and 3 reserves. This is an opportunity to put up statistics in a professional basketball league, and have a chance to perhaps go to the next level!

Day of Registration is cash or money order only. No Exceptions! Hotels and other accommodations will not be provided during Tryout period. Payments for registrations made to prior to the day of tryouts must be made via money order, cash (in person) PayPal or Credit Card. No checks will be accepted. Please make money order payable to: LaDonna M. Smith. Registration fees must be paid prior to tryout and are non refundable. There are no fee waivers.

In considering this application, the PG Valor Basketball Team will rely heavily on the information supplied. It is important that this information is accurate and complete. By signing this application, you represent and warrant the accuracy of the information. By signing this contract you agree not to hold the PG Valor Basketball Team, it's management or any ABA affiliate, the audition facility and all sponsors from any and all liability, including injury to myself and/or loss property and I understand that they are not accountable or responsible for any injury, hospitalization or any other situations suffered during the tryout period on or off the court.

Any UN-sportsman like conduct will not be tolerated and may result in the termination of your tryout.

In consideration for my participation in the 2021-22 PG Valor ("Team") American Basketball Association 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.

In consideration of being allowed to participate in any tryout, workout or other activity ("Tryout") organized by the American Basketball Association and it's member teams, the Office of the CEO of the American Basketball Association, an ABA member team or any other American Basketball Association individual or entity (collectively, the "Basketball Parties"), the undersigned prospective player ("Player") acknowledges that there are risks associated with the strenuous athletic and physical activity that I will be involved in during the Tryout; and accept personal responsibility for all risks incidental to such participation (including, without limitation, injury or loss for any damages that might result from such injury, permanent disability or death; to person or property).

Player declares that I (for the purposes of this paragraph, "the player") have satisfied all applicable requirements of subsection (a) below and one of the requirements of subsection (b) below:

The player (i) is or will be at least twenty one (21) years of age during the calendar year in which the PG Valor 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

Either (i) The player has not attended a college or university in the United States or Canada 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 the Local Player Tryout , an "International Player" is any player who (i) has maintained a permanent residence outside of the United States or Canada for at least the three (3) years prior to the ABA PG Valor Player Draft, while participating in the game of basketball as an amateur or as a professional outside of the United States or Canada; (ii) has never previously enrolled in a college or university in the United States or Canada; and (iii) did not complete high school in the United States or Canada.

Further player acknowledges by this writing that American Basketball Association League, LLC ("ABA") and Team have 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 ABA and Team, have decided not to obtain such medical clearance;

Player agrees to release and waive any and all claims, liabilities and actions of any kind, including but not limited to, death, personal injury or loss or damage to property, howsoever caused or arising and whether by negligence, any intentional act or omission, or otherwise, that I, or any of my representatives, heirs, next of kin or assignees may have, or that may arise, against ABA or Team, their related companies and affiliates, and/or every member team of ABA, against every owner, director, governor, officer, stockholder, trustee, partner, physician, employee, agent or affiliate of ABA, its related companies and affiliates, and each of their respective parent, subsidiary, affiliated, or related companies (including, but not limited to, the American Basketball Association and its member teams), in each case, arising out of or in connection with my attendance at, and participation in, the Tryout, including, without limitation, my participation in any practice, game, drill, physical examination or other activity, and any use and/or disclosure of my health or other personal information;

Player acknowledge the risks inherent in participating in the Tryout. I expressly assume all risk of injury or other harm (including, without limitation, permanent disability and death) arising out of my participation in the Tryout, however so caused or arising and whether by negligence, any intentional act or omission, or otherwise, and

Player gives and grants perpetually to ABA 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 and without further authorization; and

By signing this Release and Eligibility Form, I (a) acknowledge that I have read and understand the provisions set forth in this Release and Eligibility Form and voluntarily consent to and accept the terms set forth herein, and (b) expressly agree that if any portion of this Release and Eligibility Form is held invalid or unenforceable, the balance shall nonetheless continue in full legal force and effect.

Each of the undersigned hereby agrees to indemnify and hold harmless each of the Basketball Parties from and against any and all liabilities, claims, actions, damages, costs or expenses of any nature whatsoever, whether in law or equity, known or unknown, incurred by any of the Basketball Parties and arising out of or in any way related, directly or indirectly, to Player's participation in such tryout, workout or other activity. Player hereby ratifies execution of this waiver and release form.

I have received a copy of and have read the PG Valor Basketball team's Waiver and Release Form

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Print Name: _____

Signature: _____

Date: _____