



# 2016 LOCAL PLAYER TRYOUT REGISTRATION FORM

## APPLICATION INSTRUCTIONS

Mail all completed application materials to the following address: Erie BayHawks, 110 East 8<sup>th</sup> Street, Erie, PA 16501

Please be sure to complete the following forms in their entirety and include them in the mailing:

- 2016 Local Player Tryout Registration Form (completed)
- Player Release & Eligibility Form (completed & signed)
- Medical Consent and Authorization Form (completed & signed)
- \$150 Registration Fee in form Money Order / Cashier's Check made payable to Erie BayHawks

All materials should be sent via traceable carrier (e.g., FedEx, UPS, DHL) to ensure delivery.

**DEADLINE: September 12 for Erie Tryout taking place 9/12 & September 19 for Orlando Tryout**

**NBA D-LEAGUE TEAM: Erie BayHawks**

## PERSONAL AND EDUCATIONAL DATA:

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Email Address \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Do you currently have a legal right to work in the U.S.? Yes ☐ No ☐

Will you now or in the future require sponsorship for employment visa status? Yes ☐ No ☐

Will you be at least 18 years old during calendar year 2016? Yes ☐ No ☐

Name of High School \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Did you graduate? Yes ☐ No ☐

If no, has your class year graduated (for example, answer yes if you were in the Class of 2015)?

Yes ☐ No ☐

Name of College/University \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Did you graduate? Yes ☐ No ☐

If no, will you be attending during the 2016-17 academic year? Yes ☐ No ☐

## PLAYING EXPERIENCE:

High School -- Yes ☐ No ☐ If yes, how many year(s)? \_\_\_\_\_

College -- Yes ☐ No ☐ If yes, how many year(s)? \_\_\_\_\_

Professional -- Yes ☐ No ☐ If yes, what team(s) and what year(s)? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Player Signature \_\_\_\_\_ Date \_\_\_\_\_

**2016 LOCAL PLAYER 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") or the NBA Development League ("D-League"), and/or my participation in an NBA Summer League and/or an NBA Team's Training Camp, 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 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 or D-League team or teams for which I have agreed (or may agree) to render playing services (including, but not limited to, in connection with my summer league participation); (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; (g) any entity from which the NBA or D-League receives electronic medical record-related services; (h) my duly certified player agent or representative; and/or (i) as may become applicable, 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, or Exhibit A of the 2011 NBA/NBPA Collective Bargaining Agreement ("CBA").
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 hundred twenty (120) months 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 D-League will provide reasonable assistance to me in coordinating this revocation process with relevant NBA and D-League teams and applicable Health Care Providers, but to receive this assistance I must provide a copy of my written revocation to the D-League at 645 Fifth Avenue, New York, New York 10022 (attn: D-League General Counsel), and assist the D-League 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, and/or the CBA.
8. I acknowledge that I have received a copy of this authorization.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DATE OF BIRTH**

**2016 LOCAL PLAYER TRYOUT**  
**PLAYER RELEASE & ELIGIBILITY FORM**

In consideration for my participation in the 2016 **Erie BayHawks** ("Team") NBA Development 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. Accordingly, I hereby:

1. acknowledge that there are risks associated with the strenuous athletic and physical activity that I will be involved in during the Tryout;
2. declare that I (for the purposes of this paragraph 2, "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 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 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 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 NBA D-League 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.
3. acknowledge by this writing that NBA Development League, LLC ("NBADL") 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 NBADL and Team, have decided not to obtain such medical clearance;
4. consent to undergo examination by any physician, hospital, laboratory, clinic, trainer, therapist, and other health care professionals or organizations (any of the foregoing a "Health Care Provider") designated by NBADL or Team during the Tryout;
5. 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 NBADL or Team, their related companies and affiliates, and/or every member team of NBADL, against every owner, director, governor, officer, stockholder, trustee, partner, physician, employee, agent or affiliate of NBADL, its related companies and affiliates, and each of their respective parent, subsidiary, affiliated, or related companies (including, but not limited to, the National 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;
6. 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 accept personal responsibility for any damages that might result from such injury, permanent disability or death;
7. 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 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.

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**PRINTED NAME:** \_\_\_\_\_