

**WHIRLYBALL TWIN CITIES
ACKNOWLEDGEMENT, RELEASE AND WAIVER**

In consideration for being allowed to participate in the activities offered by WBTC, LLC (d/b/a "WhirlyBall Twin Cities"), including the use of the premises, facilities and equipment (collectively, the "Facilities"), I hereby acknowledge and agree to the following:

- **Assumption of Risk:** I understand that use of the Facilities involves certain risks, including the risk of personal injury, permanent disability, death, or property loss or damage, resulting from (a) collisions or contact with or between persons, equipment, objects or structures, (b) sudden acceleration or stops, (c) use of equipment that malfunctions or breaks, and/or (d) slipping or tripping. I fully assume all risks, known and unknown, involved in or arising from my use of or presence upon the Facilities.
- **Release & Indemnity:** To the fullest extent permitted by law, I release, discharge and agree not to sue WhirlyBall Twin Cities or its successors, assigns, affiliates, landlords, officers, directors, members, employees, agents and representatives (collectively, "Releasees") in connection with any claims, demands, causes of actions, judgments, injuries, damages, costs or expenses of any kind whatsoever (collectively, "Damages") arising out of my use of or presence upon the Facilities, whether or not caused by the negligence of Releasees. I also agree to indemnify, defend and hold harmless Releasees from any such Damages.
- **Participant Behavior:** I will follow all rules and regulations for use of and presence upon the Facilities, including posted information and directions given by representatives of WhirlyBall Twin Cities. I accept responsibility and agree to pay for any and all damages to the Facilities caused by my actions.
- **Physical Condition:** I understand that I should not play WhirlyBall if I am (a) pregnant and/or (b) suffering from any (i) heart condition or high blood pressure, (ii) spinal, muscular, back, neck, joint or skeletal defect or injury, (iii) vision or balance impairment, or (iv) other condition that could be aggravated by, or compromise the safety of myself or others when, using the Facilities.
- **Use of Images:** I consent to the taking photographs and/or video of my participation in activities offered by WhirlyBall Twin Cities, and I consent to the use of my name, face, likeness, voice and appearance in connection with publicity, advertising, promotional materials and websites, without reservation or limitation.

I have carefully read and fully understand this entire document. I will not use any part of the Facilities unless and until all questions I have about this document, WhirlyBall, and/or the Facilities have been satisfactorily answered by a representative of WhirlyBall Twin Cities. I voluntarily agree, on behalf of myself and my personal or legal representatives, successors, heirs, executors, administrators and assigns, to all terms and conditions set forth above.

Name (please print): _____ Age: 18 or Older Under 18

Address: _____

E-mail (optional): _____ Phone (optional): _____

Signature: _____ Date: _____

(Participant information is for identification purposes only, and will not be shared or used for any marketing purposes.)

If participant is under 18 years of age (signature of parent or legal guardian)

I hereby execute the foregoing for and on behalf of the participant named above. I hereby bind myself, the participant and all other assigns to the terms of the Acknowledgement, Release and Waiver. I represent that I have the legal capacity and authority to act for and on behalf of the participant, and I agree to indemnify and hold harmless the Releasees from any Damages resulting from any insufficiency of my legal capacity or authority to act for and on behalf of the participant.

Name (please print): _____

Signature: _____ Date: _____