

**WONDERFLY GAMES**

**USE AGREEMENT AND RELEASE**

In exchange for being permitted to use the Equipment supplied by Wonderfly Games, I acknowledge as follows:

1. Wonderfly Events LLC (“Wonderfly” – this means Wonderfly and its owners, employees, contractors, staff, partners, etc.) rents and provides use of bubble ball suits (“BubbleBalls”), hamster ball inflatable balls (“Hamster Balls”), and foam archery equipment (“Arrow Tag”), (collectively together, “Equipment”), under the brand name WONDERFLY GAMES, BUBBLEBALL MD, and WONDERFLY ARENA. BubbleBalls consists of inflatable, plastic balls that fit over one’s body. Hamster Balls consists of inflatable bubbles that fully encase one’s body. Arrow Tag consists of bows and foam-tipped arrows designed to shoot at players and targets.
2. I acknowledge that the activities I participate in using the Equipment are potentially dangerous and that I could be injured or even killed, but I accept them anyway and assume all risks broadly associated with such activities and Equipment (including, but not limited to, the inherent dangers of the Equipment and activities, the negligence or intentional acts of any person including myself or those associated with Wonderfly, inadequate wearing apparel, dangerous ground conditions, natural causes, and all other causes of injury, damage, or loss). If I am injured or receive property damage or loss, I will hold harmless and not make any claim against Wonderfly, or its owners, officers, employees, and agents. I will also indemnify (reimburse) Wonderfly if any other person makes a claim against either entity for anything I did. I will assume responsibility for any damage or injury to others caused by my own failure to follow rules or instructions.
3. I have been informed that using the Equipment may lead to heat exhaustion or other injuries and conditions associated with heat. I accept this risk. It is my responsibility to stop use of the Equipment at the first signs of heat exhaustion and drink fluids.
4. I will be responsible for using the Equipment provided for its intended and instructed use and only under the instruction and direct supervision of a Wonderfly staff member. I agree to abide by all staff instructions at all times or I may be removed from such activities without a refund.
5. If I use the Equipment in any activities not directly associated with its instructed use or not under the instruction and direct supervision of a Wonderfly staff member, I will be fully responsible for any damage or loss that may occur to the Equipment, at the discretion of Wonderfly, and I agree to reimburse Wonderfly for damages incurred.
6. I understand that there is no medical services or insurance provided to me through Wonderfly. In the event that I require medical attention or medical attention is called for me by anyone else, I assume all costs and liability for such services and will not seek reimbursement from Wonderfly. I maintain sufficient insurance or resources for the treatment of any injury.
7. I will not be permitted to use the Equipment while consuming any alcohol or drugs or having recently consumed any alcohol or drugs. In any such case, I will not be entitled to any refund.
8. I understand that the land and property that Wonderfly uses to conduct its activities may not be owned or vetted by Wonderfly, and that because Wonderfly may not be familiar with any dangerous conditions, it has no duty to warn me.
9. At the sole discretion of Wonderfly, the Equipment will not be used in adverse weather conditions including, but not limited to, rain, thunder or lightning, or high winds or unsatisfactory field conditions including, but not limited to, mud, rough or wet terrain, or obstructed surfaces. I agree to abide by the refund and postponement policies of Wonderfly.
10. Wonderfly reserves the right to charge me a cleanup fee, at its sole discretion, if I soil the Equipment beyond normal wear and tear, including but not limited to vomit, excessive mud, blood, or any other substance that requires Wonderfly to extensively clean the Equipment before its next use.
11. The Equipment may not be suitable for persons of certain heights or weights. Wonderfly reserves the right to deny use of the Equipment to any person who may not safely fit into or use the Equipment. I agree to abide by the refund policies of Wonderfly in this situation.
12. I hereby release my image to Wonderfly to use for promotional purposes only. I acknowledge that Wonderfly may use my image for promotional purposes without my permission or knowledge.
13. I do not have any mental, physical, or any other health condition that may make my participation in activities using the Equipment inadvisable or dangerous. I will not participate if I have a pre-existing injury or condition that prevents safe play or is at risk of re-occurrence during play.

SEEN & AGREED

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Only complete the section below if you are a parent or guardian of a user under the age of eighteen (18)**

I, the parent or guardian of the above-named user (“Minor”) give my approval for Minor’s participation in the above activities and use of Equipment, represent that the Minor is in good physical condition, and acknowledge that I have reviewed, understood, and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and have the legal authority to enter into this Agreement on behalf of the Minor.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date