



ACKNOWLEDGEMENT AND RELEASE

For and in consideration of the admission price and the permission to use the WHIRLYBALL Facilities you hereby agree to and acknowledge the following:

- That you are only authorized to use the WHIRLYBALL premises and facilities upon the proper execution of this document.
- That this document is a material part of the consideration and agreement between you and WhirlyBall for the admission to and use of its premises and facilities.
- That you have read this entire document and completely understand its contents. You also acknowledge that any questions about the content of this document or use of the premises and facilities have been answered by a representative of WHIRLYBALL.
- That you accept all responsibility for property damage to WHIRLYBALL'S premises and facilities caused by your actions. You also understand that the term "WHIRLYBALL'S premises and facilities" includes the premises, all fixtures in and around it, the surrounding parking area and the equipment associated with it.
- That you acknowledge that the owners and operators of WHIRLYBALL have employed diligent efforts and care in making the facilities and premises as safe as possible; and that despite the foregoing efforts, you understand that there are, nevertheless, certain inherent risks in using the facilities and premises. Among these risks are possible trips, falls, collisions with other people or objects, etc. You specifically acknowledge the existence of these risks and agree to the use of the premises and facilities with the full understanding of the same.
- That if you or your property are injured while using the premises and facilities as a result of the inherent risks and dangers mentioned above, you agree to RELEASE, INDEMNIFY AND HOLD WHIRLYBALL HARMLESS FROM SAID INJURIES OR ANY COSTS OR EXPENSES ASSOCIATED THEREWITH EVEN IF THEY WERE CAUSED BY THE AFFIRMATIVE NEGLIGENCE OF WHIRLYBALL or any of its employees, agents, or representatives.
- That you agree to obey all rules and regulations for the use of these facilities and premises, which are posted throughout the premises, and the directions, if any, given by WHIRLYBALL'S representatives either before, during or after use of the same.
- That you specifically agree to allow WHIRLYBALL to employ any photographs taken of you while on the premises for publicity purposes.
- That you acknowledge if you are under the age of (18) years, that you have discussed the terms and conditions of this document with your parents, and that your parents, after reading this document, consent to you signing the same and, further, that you have been authorized by your parents to agree to the specific terms and conditions contained herein.

DO NOT SIGN THIS ACKNOWLEDGEMENT AND RELEASE UNLESS YOU HAVE READ IT AND UNDERSTAND IT. IF YOU DON'T UNDERSTAND IT, ASK A WHIRLYBALL REPRESENTATIVE FOR ASSISTANCE.

E-mail Address: _____ @ _____
E-mail address may be used to send special discounts!

Signature: _____ Date: ____/____/____
(Parent or Guardian of Minor)

Please Print Clearly – Participant's Information

Name: _____
First Last

Address: _____ City: _____

State: _____ Zip: _____ Phone: (____) ____ - ____

Date of Birth: ____/____/____



RULES OF THE ROAD

There are two ways to acquire points. One is by making the shot, which is good for two points, three points from half court. The second is by acquiring penalty points assessed against the opposing team. (In all cases, penalty points are awarded to the team not guilty of committing the penalty. Play does not stop.) The referee officiates from a mezzanine above the court and will keep score and call all penalties.

- Four Point Penalty for collisions with excessive speed. The penalty goes against the person most responsible for the collision. Referee judgment call.
- Four Point Penalty for pushing off with feet or hands against an opponent's WhirlyBug™ or wall.
- Two Point Penalty for touching the ball with your hands unless it is wedged inside your scoop and is stuck there; or unless it goes inside your WhirlyBug™.
- Two Point Penalty for goal tending. Raising up in your seat to block a shot so as to be off your seat. You must keep your seat belt snug.
- Two Point Penalty for trying to free up the ball when it has been covered by opponent's scoop on the floor or against the side of his/her WhirlyBug™.
- Head on collisions and directed collisions from behind are determined by a judgment call from the referee as to who is more responsible for its occurrence.
- In the event the ball gets smashed, the referee will make a determination as to which team last touched the ball, should a new ball be needed.

WhirlyBall™ Safety

- No Running Permitted on the Court or in the Common Area.
- No Admittance to the Court Without WhirlyBall Staff Supervision.
- Keep One Hand on the Steering Column at All Times.
- Seat Belt Must Remained Fastened at All Times.
- No Play Allowed on the court Unless From Operating WhirlyBug™.
- Do Not Use Hands to Pick Up the Ball From the Court Floor.
- Do Not Use Hands or Feet to Push off Wall, Bumper, or Other WhirlyBug™.
- Ramming from behind will not be tolerated and Player will be Ejected from the court.
- Do not drive full speed into the wall or another WhirlyBug™, remove foot from accelerator pedal and turn to minimize impact.
- Do not bump another player while they are scooping up the ball from the court.
- No eating, drinking or smoking on the court.

The game of WhirlyBall™ is inherently dangerous and injury is possible even if all rules are followed. If you are not willing to assume the risk of injury please do not participate.

Failure to follow all rules or instructions may result in injury to yourself and others.