

## WONDERWILD CUSTOMER RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY & HOLD HARMLESS

### Fortunella llc dba Wonderwild indoor Party Playground Customer Release of Liability and Assumption of Risk

In consideration of being permitted by Fortunella llc dba Wonderwild ("WONDERWILD") to participate in its activities and to use its equipment and facilities, I hereby agree to **release, discharge, indemnify and hold harmless** WONDERWILD, its agents, owners, members, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, franchisors, parent, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (collectively, the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in WONDERWILD entails known and unknown risks that could result in physical or emotional injury, paralysis, sickness, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**WONDERWILD activities involve many risks, including but not limited to the following:** All play equipment and all things inside the facility entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Our play equipment exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from one location raises the possibility of any manner of accidents. Interfering with someone's bounce on the jumping pillow or inflatable equipment can cause serious injury. Bouncing on the jumping pillow can be dangerous and can cause serious injury and must be done at the participant's own risk. Coming down the slides can cause serious injury. Similar risks are also inherent in the bikes and ropes course, where children and adults can be run over, be hit or fall. Also, injuries or illnesses from infectious diseases or allergies can be caused by coming into contact with other customers or persons at the facility. WONDERWILD has no control or is in no way liable for any injury or illness resulting from other minors, parents, or guardians at the facility. In any event, if you or your child is injured or is ill, you or your child may require medical assistance, **at your own expense.**

Furthermore, WONDERWILD employees, including managers and volunteers, have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that WONDERWILD employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I expressly understand the risks, I also expressly understand that all of the risks are done at my own risk, and I agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

**3. I hereby voluntarily fully waive, release, forever discharge, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, responsibilities or liabilities, for any kind of injuries or illnesses, including death, or any kind of damages, which in any way arise out of or are in any way connected with my participation in any or all activity at a WONDERWILD facility or my use of WONDERWILD equipment or facilities, or any act or omission of the RELEASED PARTIES including negligence by WONDERWILD representatives, managers, employees, volunteers and all negligence in the design, construction, manufacture, condition, maintenance, or repair of the equipment or facilities.**

**4. I further hereby voluntarily release, forever discharge, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, responsibilities or liabilities, for any kind of injuries or illnesses, including death, or any kind of damages, which in any way arise out of or are in any way connected with my minor child(ren)'s attendance at a WONDERWILD facility (or any child(ren) under my care while at the facility), their participation in any or all activity at a WONDERWILD facility or my use of WONDERWILD equipment or facilities, or any act or omission of the RELEASED PARTIES including negligence by WONDERWILD representatives, managers, employees, volunteers and all negligence in the design, construction, manufacture, condition, maintenance, or repair of the equipment or facilities.**

**5. I agree that if the participant is a minor, I further agree to fully defend, indemnify and hold harmless the RELEASED PARTIES from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, including but not limited to attorneys fees and costs, arising out of any kind of injury to the minor, including death, property damage or any other damage, which are brought by, or on behalf of the minor, and which in any way arise out of or are connected with activity, use or participation by the minor at a WONDERWILD facility, including all injuries, death or damages caused by the negligent acts or omissions of the RELEASED PARTIES and/or third parties. Such indemnity shall apply whether the claims, damages, losses, causes of action, suits, or liability arise in whole or in part from the negligence or fault of the RELEASED PARTIES or negligence or fault of the design, construction, manufacture, condition, maintenance, or repair of the equipment or facilities. It is the express intention of the parties hereto, both myself and the RELEASED PARTIES, that the indemnity provided for in this paragraph is indemnity by me to indemnify, defend and hold harmless the RELEASED PARTIES for their own negligence, whether that negligence is the sole or concurring cause of injury, death or damage.**

**6. I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.**

7. I further hereby agree to indemnify, defend and hold harmless the RELEASED PARTIES from any and all liability, claims, suits, demands, causes of action, expenses of litigation, including but not limited to, attorneys fees and costs, which arise out of or are connected to injury or illness to other participants at a WONDERWILD facility, or damage to the property of other persons who are participants at a WONDERWILD facility, caused by my or my minor child(ren)'s negligence, fault, acts or omissions. I agree that I will at my own cost and expense defend and indemnify the RELEASED PARTIES against any and all such claims.

8. Should any of the RELEASED PARTIES be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for all such fees and costs.

9. I certify that I have adequate insurance to cover any injury or damage that I or the minor(s) under my care may cause or suffer while at WONDERWILD, or alternatively, I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I or the minor(s) under my care may have.

10. In the event that I file a lawsuit against WONDERWILD, I agree to do so solely in the state of Texas and I further agree that the substantive law of Texas shall apply in that action without regard to the conflict of the law rules of that state.

11. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this agreement, I acknowledge that if I or anyone under my care is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived and released my or the minor participant's right to maintain a lawsuit against WONDERWILD or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Today's Date: \_\_\_\_\_

THE BELOW INFO MUST BE FILLED OUT COMPLETELY.

Print Name of ADULT Participant: \_\_\_\_\_

Address \_\_\_\_\_

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

Zip \_\_\_\_\_ Email \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_

**IF THE PARTICIPANT IS A MINOR (UNDER AGE 18)**

Child #1: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Child #2: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Child #3: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Child #4: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Child #5: \_\_\_\_\_ Birth Date: \_\_\_\_\_

How did you hear about us? Word of Mouth Online Search Birthday Party Other \_\_\_\_\_

Check here if you would not like to receive emails from Wonderwild \_\_\_\_\_

[www.gowonderwild.com](http://www.gowonderwild.com), 767 N Shepherd Dr #400 Houston TX 77007 [wonderwhy@gowonderwild.com](mailto:wonderwhy@gowonderwild.com)

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