

Dunk Tank Liability Waiver and Release Form

In consideration of being allowed to participate and use the "Easy Dunker" Dunk Tank, Age limit of dunkee is **14 years or older**. I hereby agree to waive and release, on behalf of myself, my children, my parents, my heirs, assigns and personal representatives, the right to sue or make any claim against Jets Bounce Party Rentals. I further agree and acknowledge the following:

Acknowledgment of Risk: I recognize the fact that there are dangers, inherent and otherwise, which may or may not be expressed in this document, in the use and operation of the "Easy Dunker" Dunk Tank. These dangers include, but are not limited to, serious injury or death, and I understand that no amount of care, caution, instruction, or expertise can eliminate these dangers. I also recognize the fact that the use of the "Easy Dunker" Dunk Tank involves physical movements, such as climbing a ladder and falling into a tank of water, and as is the case with all physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. Since the "Easy Dunker" dunk tank also involves water, the risk of drowning or choking is always possible and may not be avoided.

Assumption of Risk: In recognition of the known and unknown risks of the above activities, I confirm that I am physically and mentally capable of participating in the activity in using the "Easy Dunker" Dunk Tank equipment. I have read and understand the safety rules and the safety signs and warnings in place on the "Easy Dunker" Dunk Tank itself. **I Expressly Agree and Promise to Accept and Assume All of the Risks Existing in Any Dunk Activity, Including the Risks of Injury, Drowning, or Death.** My participation in this activity is purely voluntary, and I knowingly elect to participate in spite of all these risks.

Waiver of Negligence: This waiver and release is intended to release Jets Bounce Party Rentals from negligence to the fullest extent permitted by law. Although I understand that this release includes all claims against Jets Bounce Party Rentals from their ordinary negligence, it does not include claims arising from claims of gross negligence. I agree that I, my children, my parents, my heirs, assigns, personal representatives, guardians, and estate will not make a claim against, sue, attach the property of, or prosecute Jets Bounce Party Rentals for any injury or damage resulting from negligence or other acts, how so ever caused, as a result of my participation, or my minor child's participation in the activities or use of the dunk tank. I therefore covenant and agree not to initiate a lawsuit against Jets Bounce Party Rentals.

Indemnity Clause: To the extent permitted by law, I hereby agree to indemnify and hold harmless Jets Bounce Party Rentals from any and all liabilities or claims made by other individuals or entities as a result of my actions or any failure of any equipment I use, or while I am engaged in any activity involving a dunk tank, including any litigation, expenses, attorneys fees, lawsuits, liability, damage, or cost which may occur as a result of any such claims. Should Jets Bounce Party Rentals be required to incur attorneys fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.

Safety Rules: I have read the posted safety rules on the "Easy Dunker" Dunk Tank itself, and I agree to abide by them. I understand that the age limit of "dunkee" is **14 years or older**. I understand the Renter must have an adult, **18 years or older**, on duty to supervise the "Easy Dunker" dunk tank while filled with water. I understand the "Easy Dunker" dunk tank must be drained when not attended.

Risks Understood by Child: I have discussed the risks of using the "Easy Dunker" Dunk Tank with children, who understands these risks. Children know that the minimum age limit to climb inside the "Easy Dunker" Dunk Tank is **14 years or older**. I have also discussed the importance of following all safety rules attached hereto and posted on the "Easy Dunker" Dunk Tank. Children can participate in the throwing of balls supplied from Jets Bounce Party Rentals at the "Easy Dunker" Dunk Tank target with adult guidance and presence.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in using the "Easy Dunker" Dunk Tank, I may be found by a court of law to have waived my right to maintain a lawsuit against Jets Bounce Party Rentals, on the basis of any claim from which I have released them herein. It is the intention of the undersigned to exempt and relieve Jets Bounce Party Rentals, and associated parties from liability for personal injury, property damage, or wrongful death. I have carefully read all pages of this agreement and fully understand its contents. I sign this at my own free will.

The undersigned represents that they are of legal age and are freely signing this Agreement.

Signature: _____ Date: _____

Lessee Printed Name: _____ Date of Birth _____