

SOUTHERN ILLINOIS INFLATABLE PARTY RENTALS

8 Veterans Drive

HARRISBURG, IL. 62946

(618) 252-9240

DUNK TANK WAIVER OF LIABILITY AND WAIVER RELEASE OPERATIONS MANUAL, SET UP, TAKE DOWN AND RULES

Lessee grants right for Southern Illinois Inflatable Party Rentals LLC to enter said property for the delivery, set up and pick up of the units rented.

The Lessee understands and acknowledges that there are risks, both known and unknown using inflatables, amusement devices, tables, chairs, tents, games, dunk tanks and any other accessories including but not limited to physical injury, emotional injury, distress, paralysis, drowning and even death.

The Lessee voluntarily release, indemnifies and agrees to hold harmless and discharge Southern Illinois Inflatable Party Rentals from any and all liability, claims, demand actions or rights of actions, whether personal to itself or to a third party which was related to, arise out of or are in any way connected with the rental of the interactive inflatable unit, tents, tables, chairs, games, dunk tanks and other accessories including those allegedly attributed to negligent acts or omissions. The Lessee agrees to reimburse any reasonable attorney's fees and costs that may be incurred by Lessor in the defense of any such liability claim, demand, action or cause of action. In the event that the Lessee files a cause of action against Lessor, the Lessee agree to do so solely in the state of Illinois, and further agrees that the substantive law of that state shall apply in that action with regard to the conflict of law rules of that state. The Lessee agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. Lessee acknowledges and represents that Lessee has adequate homeowner's, business insurance, tenant insurance, boat insurance or other liability insurance to cover any bodily injury, property damage, drowning, death which might occur to itself, it's guest or it's invitee from the use of the unit being rented or else Lessee agrees to beat the cost of defense and liability of any such injury or damage itself. The Lessee waives the rights of its insurance company to bring any type of action or proceeding on behalf of the Lessee against Lessor whether by

assignment of claim, subornation or otherwise. Lessee acknowledges on behalf of myself, my children, my family members, children in my care, my heirs and my guests, knowingly and freely assume all risks of injury and agree to hold harmless Lessor, it's owners, shareholders, managers, agents and even employees with respect to any claims, demands, causes or rights of action even if arising from the actions, acts of omission or negligence of said entities and individuals.

Lessee agrees to all the following rules: Area must be free of debris and are must be placed on a flat surface. Lessor has full discretion where to place units. Keep inflatable units in the same condition as when received, which include CLEANING ALL DEBRIS AND WATER FROM EACH UNIT, no smoking in or around units, jumpers must REMOVE SHOES, eye glasses, ANY SHARP OBJECTS, no silly string, confetti, gum, food, drinks, glitter, sand, rocks, sprays or other sticky substances are allowed in any unit, no piñata's, no wrestling, flips or rough housing, do not bounce against the sides or near the doorway, no hanging from the netting on the sides nor from the roof, etc. Anyone with, back, neck or any muscular-skeletal injuries or disabilities, pregnant women, children under 3 years of age, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time. Keep children away from blower units, risk of electric shock and serious injury from moving parts of the blower, do not operate unit when raining or if ground is wet, children's safety depends on you. Your personal supervision is absolutely required. No animals of any kind are allowed on or in any unit.

A 72 hours notification is required (except due to weather conditions) for a complete deposit refund.

Lessee agrees to keep the Lessor unit in his/her custody and no sublease, rent, sell, removable or otherwise transfer such unit. The unit will remain on the property of the Lessee and may be removed by only the Lessor. Lessee is responsible for the replacement value of the new leased unit in the event of the theft, vandalism, fire or any act which may damage or destroy the leased property.

Cleaning charge of \$300 will be collected immediately if Lessee violates the cleaning rules. Dunk Tank cleaning charge, \$50 will be collected immediately if Lessee violates the cleaning rules.

WARNING: Children, especially children younger than 5 years, are at high risk of drowning. Drowning occurs silently and quickly and can occur in as little as 2 inches of water. Keep children and all dunkees in your direct sight, stay close and actively supervise them when they are in or near water.

RULES: Adult supervision required at all times. Only one person at a time allowed on seat or in tank. Advise participants to move forward towards front of tank when coming up out of water to avoid hitting head on the seat. Use only the provided balls. Never stand on seat. When on seat, sit forward and keep hands on lap. Do not hit target with your hand or any other object. Do not operate dunk tank during bad weather, lightning or a storm. Do not use alcohol or drugs while operating dunk tank. If you are the participant you can't use alcohol or drugs while in or around dunk tank. Persons with physical or mental impairment should not be permitted on dunk tank. Maintain water level. Call appropriate emergency responders if necessary. All children under the age of 18 years of age must have parent supervision. No sharp objects. No glasses. No jewelry. No shoes. No rough play!

TRANSPORTING: The collapsible dunk tank can be transported in a truck bed or a trailer. The dunk tank has a built in dolly for easy transporting.

CLEANING CHARGE: There will be a \$50 cleaning charge (dunk tank) that will apply if unit is not cleaned upon return. Unit must be returned in the same condition they were received.

LOST OR DAMAGED BALLS: 6 balls will be provided. There will be a \$10 charge for lost or damaged balls.

SET UP:

Keep away from electricity. Select a flat and debris free area that will allow water to drain into a trouble free zone.

Set up 4 large panels on the ground. The unique back panel should be set first. This panel is the heaviest and has 2 square holes in the top center of the panel.

All 4 corners hinge points are offset and must be set inward. (Basically you're making a square.) Install the tub liner by wrapping the nylon and Velcro strap around the top horizontal frame. The plastic viewing window must face the ball thrower.

Slot the seat into the back panel. (seat already attached.)

Slide the horizontal paddle assembly onto the seat assembly. Make sure the paddle (target) is in a vertical (upright) position.

Then slide the paddle (target) assembly support bracket (it swivels) into the back panel.

Slide both upper panels onto the main frame. The panels must be placed in the front and right side of dunk tank as viewed from the ball throwers perspective.

Sleeve the vertical back-drop pole into paddle assembly support bracket.

Extra step slide into center square hole in panel close to the steps.

The final stop is to sleeve the yellow back stop onto the back-drop pole

TAKE DOWN:

Drain liner.

Wipe down back drop.

Remove back drop. Fold back drop neat.

Collect balls.

Wipe out liner. Dry liner. Fold and roll liner.

Place liner, back-drop and balls in bag provided.

Dry off dunk tank.

Collapse dunk tank by folding in panels.

We will not assume any liability for injury due to careless handling or operation of this equipment.

A copy of Lessor's insurance will be provided upon request.

Lessor: Southern Illinois Inflatables LLC

By:

Date:

Lessee:

Date:

By my signature I accept the terms of this rental agreement, liability & waiver release.