

SOUTHERN ILLINOIS INFLATABLE PARTY RENTALS

DUNK TANK LIABILITY WAIVER AND RELEASE FORM

In consideration of being allowed to participate and use the dunk tank provided by Southern Illinois Inflatable Party Rentals, 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 Southern Illinois Inflatable Party Rentals, Lia Milstead, employees, families of Southern Illinois Inflatable Party Rentals or their heirs.

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 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 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 dunk tank also involves water, the risk of drowning or choking is always possible and cannot be avoided. In recognition of the known and unknown risks of the dunk tank, I confirm that I physically and mentally capable of participating in the dunk tank and using the equipment. 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 risk.

Minor release: I hereby certify that I am the adult parent or guardian of said minor child under the age of 18 years of age. I consent to his/her participation in the use of the dunk tank knowing all of the risks listed above. I understand that said minor child's participation in the dunk tank activities mentioned above involves suddenly falling into a tank of water and that I confirm that said minor child is able to swim and fully understands the safety rules attached hereto and the risks or injury listed above. I recognize my responsibility to ensure that said minor child participates in the activities and that he/she has the required skills, qualifications, swimming ability, and understanding of the rules. I understand that Southern Illinois Inflatable Party Rentals and the operator of the dunk tank shall have no responsibility to pay for medical treatment and related costs if said minor child is injured.

By signing this document, I acknowledge I waive my right to maintain a lawsuit against Southern Illinois Inflatable Party Rentals and the operator of the dunk tank, on the basis of any claim which I have released them herein. It is intention of the undersigned to exempt and relieve Southern Illinois Inflatable Party Rentals, and associated parties from liability for personal injury, property damage, or wrongful death. I have carefully read this agreement and fully understand its contents. I sign this at my own free will.