

LIABILITY WAIVER AND RELEASE FORM

This Is a Release of Legal Rights – Read and Understand Before Signing



In consideration of being allowed to participate and use the “Easy Dunker”, 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 the manufacturer Delta Manufacturing, dba Twister Displays, or Verve Events and Tents or the organizer of the event _____.

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 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 cannot 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 dunk tank equipment. I have read and understand the safety rules attached to this document and the safety signs and warnings in place on the 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.
- Minor Release:** I hereby certify that I am the adult parent or guardian of _____, a minor child under the age of 18 years, and 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 understand the safety rules attached here and the risks of 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 attached hereto. I understand that Delta Manufacturing, Verve Events and Tents, 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.

A blossom of
Verde Valley Rentals, Inc.,
740 Airpark Way
Cottonwood AZ
928-649-9501

After Hours Emergency:
Leave a message on
the number above,
we will respond shortly.

4. **Waiver of Negligence:** This waiver and release is intended to release Delta Manufacturing, Verve Events and Tents, and the operator of the dunk tank from negligence to the fullest extent permitted by law. Although I understand that this release includes all claims against Delta Manufacturing, dba Twister Display, Verve Events and Tents, and the operator from the 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 Delta Manufacturing, Verve Events and Tents, or the dunk tank operator 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 Delta Manufacturing, Verve Events and Tents, or the operator.

5. **Indemnity Clause:** To the extent permitted by law, I hereby agree to indemnify and hold harmless Delta Manufacturing, Verve Events and Tents, and the operator of the dunk tank 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, attorney fees, lawsuits, liability, damage, or cost which may occur as a result of any such claims. Should Delta Manufacturing, Verve Events and Tents, or its operator be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.

6. **Safety Rules:** I have read the posted safety rules on the dunk tank itself, and I agree to abide by them. Delta Manufacturing dba Twister Display and Verve Events and Tents are not responsible for enforcing these rules on me or other participants using the Easy dunker dunk tank.

7. **Risks Understood by Child:** I have discussed the risks of using the dunk tank with my child, who understand there are risks. I have also discussed the importance of following all safety rules attached hereto and posted on the dunk tank.

8. **Entire Agreement:** This document constitutes the entire agreement between the parties and it cannot be changed or modified, except in writing.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in using the Easy Dunker, I may be found by a court of law to have waived my right to maintain a lawsuit against Delta Manufacturing, dba Twister Display and Verve Events and Tents, on the basis of any claim from which I have released them herein. It is the intention of the undersigned to exempt and relieve Delta Manufacturing, dba Twister Display, Verve Events and Tents 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.

Print name: _____ **Date:** _____

Street Address: _____

City, St, Zip: _____

Phone: _____ **Date of Birth:** _____

Contract # _____ **Name on Contract:** _____