

RENTAL AGREEMENT

Dunk Tank Rules and Conditions
Assumption of Risk and Waiver of Liability

Please read the following carefully before signing

The Undersigned (Applicant), as part of the agreement for use of the Fiesta Time Incorporated Dunk Tank, agrees fully to abide by the following provisions, conditions, and rules, and by signing this agreement acknowledges that they have fully read and understand the following:

1. The Applicant waives and releases Robert and Kristen Valdez (Fiesta Time Rentals), owners, from any and all liability for injury to any person or any property occurring for any reason upon the premises directly or indirectly in connection with the setup, use, and removal of the dunk tank, including any and all claims, actual costs and attorney fees.

Initial _____ Date _____

2. Dunk Tank participants must be at least 18 years old. Participants must be tall enough so that their heads are above the water level when standing in the tank. A sufficient number of adults shall be available to control and supervise participants at all times. At no time will the dunk tank be left un-attended by adults.

Initial _____ Date _____

3. The Applicant is responsible for the use of the dunk tank in an orderly manner and in full compliance with all applicable laws, rules, and regulations. The Applicant assumes full responsibility for the conduct of all persons upon the premises and in the dunk tank. Alcohol, tobacco, and unlawful activity are prohibited with the use of this unit.

Initial _____ Date _____

4. The Applicant assumes responsibility for damage done to the dunk tank while in his/her possession. The Applicant agrees not to use the tank for purposes other than that for which it was created or rented.

Initial _____ Date _____

5. The dunk tank needs approximately 500 gallons of water to be used and will be filled and emptied at the site by the Applicant or authorized persons.

Initial _____ Date _____

I hereby assume all liability for any injury associated with the use of the dunk tank. I agree to all conditions and rules listed above on this agreement form and any additional information provided. I certify that I have had ample time to read the above liability waiver and have had ample opportunity to ask questions about it.

Signature _____ Date _____

Print Name _____

Separability. If any of the above clauses are deemed by a competent court of law to be invalid, that shall not affect the validity of the remaining clauses.

Initial _____ Date _____