

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 _____ rental company or the organizer of the event, _____.

I further agree and acknowledge the following:

1. **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.

2. **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 of these risks.

3. **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 understands the safety rules attached hereto 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 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.

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

5. **Indemnity Clause:** To the extent permitted by law, I hereby agree to indemnify and hold harmless Delta Manufacturing 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, attorneys fees, lawsuits, liability, damage, or cost which may occur as a result of any such claims. Should Delta Manufacturing or its operator 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.

6. **California Civil Code Concerning Release of Liability for Unknown Claims and Liability for One's Negligent Acts or Omissions:** I am aware of and specifically waive the provisions of California Civil Code Sections 1542, Code Section 1714.

7. **Governing Law, Jurisdiction and Severability Provisions:** This waiver and release of liability shall be governed by Ohio law and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event that I file a lawsuit against Delta Manufacturing or its operator, I agree to do so solely within the State of Ohio. I agree that if any portion of this waiver and release of liability is held to be invalid, the rest shall nonetheless remain in full force and effect.

8. **Safety Rules:** I have read the posted safety rules on the dunk tank itself, and I agree to abide by them. Delta Manufacturing, dba Twist Display is not responsible for enforcing these rules on me or other participants using the Easy Dunker dunk tank.

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

10. **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, 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, 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

Street Address

City, State, Zip Code

Telephone Number

Date of Birth

Date