

# DUNK TANK 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 RC Entertainment Enterprises, LLC 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. I, the Applicant, waive and release Ryan McDonald and Christina Mathern (Owners of RC Entertainment Enterprise), 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.
2. I, the Applicant, agree that all Dunk Tank participants must be tall enough so that their heads are above the water level when standing in the tank. At no time will the dunk tank be left unattended by adults (even if no children are present).
3. I, the Applicant, am responsible for the use of the dunk tank in an orderly manner and in full compliance with all applicable laws, rules, and regulations.
4. I, the Applicant, assume full responsibility for the conduct of all persons/children upon the premises, inside, and outside of the dunk tank while under my possession.
5. I, the Applicant, comply that NO alcohol, tobacco, and unlawful activity are prohibited with the usage of this unit.
6. I, the Applicant, assume responsibility for damage done to the dunk tank while in my possession. (The Applicant understands that damage caused upon the dunk tank can range from \$20-\$10,000 depending on damage. The applicant also acknowledges that they have the right to request a "cost for replacement parts" worksheet at time of drop off).
8. I, the Applicant, understand that pictures are taken before and after every rental by the owners of RC Entertainment Enterprise.
9. I, the Applicant, understand that only the Dunk Tank balls provided must be used (due to the sensitivity of damage that may occur to target, target arm, and canvas) Each rental is provided with (3) balls to be used and all must be returned upon pickup of rental. Each missing ball is \$20.
10. I, the Applicant, understand that before any person/child sits on a dunk seat, I must "lock" the seat in place—this will happen before the participant climbs the ladder. Once seated as instructed, then I, the applicant may unlock the seat prior to balls being thrown at target. This instruction is taught by the owners before leaving. (This is a safety feature to prevent injury and will not be skipped)

11. I, the Applicant, will not use the tank for purposes other than that for which it was created or rented.

12. I, the Applicant, understand the dunk tank needs approximately 300 gallons of water to be used and will be filled and emptied at the site by myself or a legally authorized person(s). Any damage done to valve when removing water will result in valve being replaced by Applicant (see #6).

13. I, the Applicant, assume all liability for any injury associated with the use of the dunk tank, up to and including, but not limited to death by drowning during the time of my rental.

14. I, the Applicant, agree that cost for damages or missing parts will be due immediately at me of pickup of rental. Where applicable and under our own discretion, we (the owners) may require a security deposit for new applicants via a valid credit card. Applicants that have caused known damage to our merchandise in the past may be asked to place a cash deposit as well as provide a valid credit card for rentals.

15. In recognition of the known and unknown risks of the above activities, I, the Applicant, confirm that I am physically and mentally capable of reading this document and I agree to all rules listed above on this agreement form and any additional information provided (if applicable).

16. I, the Applicant, certify that I have had ample time to read the above liability waiver and have had ample opportunity to ask questions about it. This document constitutes the agreement between the parties, and it cannot be changed or modified, except in writing.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Exp \_\_\_\_\_

Contact Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address of event: \_\_\_\_\_

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For internet deposits, please attach a valid ID with this form