

**RELEASE OF LIABILITY**  
**READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in the activity of renting our dunk tank organized by Matthew & Ashley Johnson (Utah Dunk Tanks), of 1583 N 460 W, Pleasant Grove, Utah, 84062 and/or use of the property, facilities and services of Matthew & Ashley Johnson (Utah Dunk Tanks), I, \_\_\_\_\_, agree for myself and (if applicable) for the members of my family, and anyone else using the dunk tank, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Matthew & Ashley Johnson (Utah Dunk Tanks), or the employees, representatives or agents of Matthew & Ashley Johnson (Utah Dunk Tanks). I agree to only persons over 52 inches tall will use the dunk tank, and that I will not leave the dunk tank unattended at any time.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members and/or friends, and further release and discharge Matthew & Ashley Johnson (Utah Dunk Tanks) for injury, loss or damage arising out of my or my family's and/or friends use of or presence upon the facilities of Matthew & Ashley Johnson (Utah Dunk Tanks), whether caused by the fault of myself, my family and/or friends, Matthew & Ashley Johnson (Utah Dunk Tanks) or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend Matthew & Ashley Johnson (Utah Dunk Tanks) against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my, or my family or friends use of or presence upon the facilities of Matthew & Ashley Johnson (Utah Dunk Tanks).

**4. FEES.** I agree to pay for all reasonable damages to the dunk tank owned by Matthew & Ashley Johnson (Utah Dunk Tanks) caused by any negligent, reckless, or willful actions by me, my family or friends.

**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Utah law.

**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Matthew & Ashley Johnson (Utah Dunk Tanks) has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**9. ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**UTAH DUNK TANKS, LOCATED AT: 1583 N 460 W, Pleasant Grove, UT 84062**

# Utah Dunk Tanks

## Rental Information

### Applicant's Information

Full Name: \_\_\_\_\_

Full Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Event Information

Event Date: \_\_\_\_\_

Venue Name/Address: \_\_\_\_\_

Name of Person Picking up Dunk Tank: \_\_\_\_\_

Time of Person Picking up Dunk Tank: \_\_\_\_\_

Any other pertinent information: \_\_\_\_\_

Our dunk tank is located at **1583 N 460 W, Pleasant Grove, UT 84062**. Please give us a call at 714-615-2694 if you have any trouble finding us!

**PLEASE CHECK THIS BOX** if you'd like us send you an email reminder in the spring about reserving the dunk tank for your event before the calendar fills up!

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