

**WAIVER AND RELEASE OF LIABILITY READ CAREFULLY
THIS AFFECTS YOUR LEGAL RIGHTS**

This Waiver and Release of Liability (this "**Waiver and Release**") is applicable to the undersigned, and all renters, operators, and users (collectively, the "**Customer**") for the materials, goods, and/or products (collectively, the "**Goods**") provided by Mix It Up Party Rentals, LLC ("**MIUPR**").

1. AGREEMENT TO FOLLOW DIRECTIONS. Customer agrees to observe and obey all posted rules and warnings, and further agree to follow any and all oral instructions or directions given by MIUPR. Customer agrees if a dunk tank is provided as part of the Goods, only persons 52 inches or taller will use the dunk tank, and that the dunk tank will not be unattended at any time. If person under 52 inches tall uses the dunk tank, a competent and capable adult (18+ years old) must stand near the tank to ensure person is safe before/during/after being dunked in the tank. Customer acknowledges MIUPR has provided Customer with safety instructions for the Goods and will abide by the safety instructions. Customer Initial: _____

2. ASSUMPTION OF THE RISKS. The undersigned for him/herself and on behalf of any and all other individuals permitted to use the Goods while in Customer's possession, recognize that there are certain inherent risks associated with the use of the Goods. The undersigned assumes full responsibility for personal injury accidents, and/or illness, including but not limited to sprains, torn muscles or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and contusions; head, neck, and/or spinal injuries; animal or insect bite; shock, paralysis, drowning, and/or death; and any expenses and damages related to and resulting from any of the foregoing risks, and the undersigned voluntarily assumes all risk of injury, illness, damage, including death, or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of MIUPR.

3. WAIVER AND RELEASE OF LIABILITY. The undersigned, for him/herself and on behalf of all Customers, and intending to bind their respective heirs, successors and assigns, hereby voluntarily releases, forever discharges, and agrees to defend, indemnify, and hold harmless MIUPR (including its owners, members, principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries) from any and all liability of any nature, and for any and all injury or damage arising from personal injuries sustained by any Customer as a result of any and all activities related to the Goods provided by MIUPR, regardless of the cause. The undersigned assumes full liability and responsibility for any such injuries, loss, and damages that may occur, including death. The undersigned specifically agrees that MIUPR shall not be liable or held responsible for any such injuries, damages, loss, or theft, even if caused by the negligence or fault of MIUPR, whether such negligence is present at the signing of this Waiver and Release or takes place in the future. Provided, however, this Waiver and Release does not apply to any gross negligence or intentional torts by MIUPR.

4. INDEMNIFICATION. The undersigned agree to indemnify and defend MIUPR 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 MIUPR.

5. REPRESENTATIONS AND WARRANTIES. The undersigned represents and warrants that, prior to signing this Waiver and Release, he/she has had sufficient opportunity and time to read this Waiver and Release, to ask and obtain answers to any questions he/she may have had related hereto, and that he/she fully understands and knows the contents hereof. The undersigned represents and warrants that he/she has signed this Waiver and Release of his/her own free and voluntary act, and without any duress or coercion. The undersigned represents and warrants that he/she is aware that he/she may rent, operate, or use similar equipment from other rental agencies, but has specifically chosen to rent, operate, or use equipment from MIUPR with the knowledge that signing this Waiver and Release is a requirement for all rental, operation, and use of said Goods.

6. FEES. The undersigned agree to pay for all reasonable damages to the Goods provided by MIUPR caused by any negligent, reckless, or willful actions by Customer.

7. 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.

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

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: _____