## LIBERTY FIRE DEPARTMENT

## **Dunking Booth Equipment Rental**

Liability Release & Express Assumption of Risk

I understand and acknowledge that the activity to be engaged in through my rental of Dunking Booth equipment from the Liberty Fire Department brings with it known and unanticipated risks to my guests, my invitees and myself. Those risks include but are not limited to falling, slipping, crashing, and colliding and could result in injury, emotional distress, death, and /or property damage to myself or my guests and invitees.

I voluntarily release, indemnify, and hold harmless and discharge the Liberty Fire Department and its agents from any and all claims, demands, actions or rights of action, whether personal to me or a third party, which are related to, arise out of, or are in any way connected to my rental of the Dunking Booth from the Liberty Fire Department including those allegedly to negligent acts of omissions. I agree to reimburse any reasonable attorney's fees and costs, which may be incurred by the Liberty Fire Department in the defense of such liability claim, demand, action or right of action.

I acknowledge that I have adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to myself, my guests, or invitees from the use of the rental of the Dunking Booth from the Liberty Fire Department or else I agree to bear the costs of such injury or damage myself.

I agree to provide supervision of the booth equipment and its use at all times said equipment is in my possession.

Detailed below is a set of directions for use and safety rules which I agree to follow and utilize at all times during the operation and use of the rental of the Dunking Booth from the Liberty Fire Department.

(1) No more than one (1) Target Person will be allowed to be inside the dunking booth at a time during booth operations.

- (2) One (1) Booth Attendant must be present to supervise and assist with ball retrieval and target reset during booth operations.
- (3) The renter will be responsible for the setup and break down of all dunking booth equipment.
- (4) The Rental User is responsible for filling and draining the dunk tank during its rental use.
- (5) The Rental User will assume financial responsibility for any loss or damage to the Dunking Booth equipment during the rental use.

Acceptance of Liability and Acknowledgment of Risk

I acknowledge and certify that I have had sufficient opportunity to read this entire document, that I understand its content and execute freely, intelligently and without duress of any kind, and that I, or the entity/organization I represent agree to be bound by its terms.

Organization Representative:	Date:
Organization Name:	
Dunking Booth Rental Date(s):	
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Liberty Fire Department

1912 Lakeland

Liberty Tx, 77575

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