

Baraga County Fair Dunk Tank Safety & Waiver of Liability

1. A FULLY TRAINED RESPONSIBLE ADULT MUST SUPERVISE THE DUNK TANK AT ALL TIMES. Do not allow riders to enter the dunk tank without 100% CONSTANT ADULT SUPERVISION.
2. Typical dunk tank rider requirements are- minimum height: 5' & maximum weight: 250 lbs.
3. After set-up, perform a test operation to ensure the dunk tank is operating correctly.
4. Keep the area immediately in front of and around the dunk tank clear of spectators.
5. The rider should wear appropriate clothing. It is recommended to wear non-slip shoes or water shoes. Riders must remove sharp objects, necklaces, eyeglasses, or other loose jewelry.
6. Only one person at a time may be in the dunk tank.
7. Never stand on the seat. Riders should remain seated with hands on knees & leaning slightly forward.
8. A dunk tank cannot be used in adverse weather conditions that include lightning, hail, or high winds, it is also not recommend to use if air temperature is expected to drop below 50°F.
9. Absolutely no food, drink, gum, candy, or silly string inside dunk tank.
10. Only balls provided by Baraga County Fair are permitted for use with the dunk tank.
11. Any and all modifications made to the dunk tank by the renter/operator are strictly prohibited.
12. The dunk tank should be filled with water above the fill line at ALL TIMES. Water levels lower than the fill line can result in serious injury.
13. FAILURE TO USE GOOD JUDGEMENT & FOLLOW SAFETY RULES CAN RESULT IN SERIOUS INJURY. THE OPERATOR MUST ALWAYS ENSURE THE DUNK TANK IS PROPERLY FILLED & SUPERVISED BY ATTENDANT(S) ENSURING ALL SAFETY RULES ARE FOLLOWED ACCORDINGLY.
14. You are responsible for the use of the dunk tank (item). You assume all risks inherent in the operation and use of the item and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold harmless Baraga County Fair, and hereby release Baraga County Fair from any and all claims for damage to property or bodily injury (including death) resulting from the use, operation, or possession of the item whether or not it be claimed or found that such damage or injury resulted in whole or in part from Baraga County Fair's negligence from the defective condition of the item or from any cause. You agree that no warranties expressed or implied, have been made in connection with this use/rental.
15. I, Operator, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENT.

Date: _____ **Operator Signature:** _____

Operator Name: _____

Baraga County Fair Dunk Tank Rider Safety & Waiver of Liability

This Is a Release of Legal Rights – Read and Understand Before Signing

In consideration of being allowed to participate and use the Baraga County Fair Dunk Tank, 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 Baraga County Fair 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 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 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 tank 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 these risks.
3. **Waiver of Negligence:** This waiver and release is intended to release Baraga County Fair, and the operator of the dunk tank from negligence to the fullest extent permitted by law. Although I understand that this release includes all claims against Baraga County Fair, and the operator from 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 Baraga County Fair, or the dunk tank operator 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 Baraga County Fair, or the operator.
4. **Indemnity Clause:** To the extent permitted by law, I hereby agree to indemnify and hold harmless Baraga County Fair, 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, attorney fees, lawsuits, liability, damage, or cost which may occur as a result of any such claims. Should Baraga County Fair, or its operator be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.
5. **Safety Rules:** I have read the posted safety rules, and I agree to abide by them. Baraga County Fair is not responsible for enforcing these rules on me or other participants using the dunk tank.
6. **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 dunk tank, I may be found by a court of law to

have waived my right to maintain a lawsuit against Baraga County Fair, on the basis of any claim from which I have released them herein. It is the intention of the undersigned to exempt and relieve Baraga County Fair and associated parties from liability for personal injury, property damage, or wrongful death.

7. I, Rider, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENT.

Date: _____ **Rider Signature:** _____

Rider Name: _____

Minor Release: The parent and/or legal guardian of the registered minor acknowledges that he or she has executed the foregoing waiver and release of liability for and on behalf of the named minor. As the legal guardian of said minor, I agree to bind myself, the minor, and our heirs, next of kin, executors, administrators, successors, assigns and personal representatives to the terms of the above waiver and release of liability.

I further represent that I have the legal capacity and authority to act for and on the behalf of the minor named herein, and I further agree to indemnify and hold harmless the above referenced released parties listed in the above paragraphs for any claims made of liabilities assessed against the released parties as a result of any deficiencies in my legal capacity to act for or on behalf of the minor registering to be a Rider.

I authorize any licensed physician or emergency personnel to treat the minor for the purpose of treating injuries received by said minor arising as a Rider. I further authorize any such physician or emergency personnel to perform all procedures deemed medically advisable in attempting to treat or relieve such injuries.

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 understand the safety rules attached here 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 Baraga County Fair, 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.

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

Date: _____ **Parent/Guardian Name (Print):** _____

Parent/Guardian Signature: _____