

# XTREME FUN RENTALS

## Waiver Warning Information Sheet

### Aiea Project Graduation Night

**PLEASE READ AND SIGN TO PARTICIPATE ON ANY RIDE OR ATTRACTION**

### **Xtreme Fun Rentals, Inc.**

You may experience some of the following physical effects:

- Unstable & Spongy Surface
- Abrasion on Exposed Elbows, Heels & Hands
- Possible Strain on Knees and Ankles
- A fear of Height
- Bouncy Feeling with a Recoil Action
- Dizziness or Vertigo
- A Loss of Balance
- A Whole Lot of Fun

If you have any physical impairment that prevents you from participating in the Xtreme Fun Rentals, Inc. rides, we suggest that you do not enter the amusement device.

### **PATRON RESPONSIBILITY**

There are inherent risks in the participation in or on any amusement ride, device, or attraction. Patrons on an amusement ride, device, or attraction, by participation, accept the risk inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the amusement ride, device, or attraction and to obey all oral or written warnings, or both, prior to or during participation, or both.

Patrons have a duty to not participate in or on any amusement ride, device, or attraction when under the influence or drugs or alcohol. Patrons have a duty to properly use all ride or device safety equipment provided.

### **WAIVER OF LIABILITY**

I voluntarily release, indemnify, hold harmless and discharge Xtreme Fun Rentals, Inc. (Hereinafter collectively referred to as "X.F.R."), from any and all liability, claims, demands actions or rights of actions, whether personal to me or to a third party which are related to, arise out of or are in any way connected with my use or participation on the X.F.R. attractions, including those allegedly attributable to negligent acts of omissions. I agree to reimburse any reasonable attorney's fees and costs which may be incurred by X.F.R. in the defense of any such liability claim, demand, action or right of action. In the event that I file a cause of action against X.F.R., I agree to do so solely in the State of Hawaii, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

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

Print  
Name:

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Student

\_\_\_\_\_  
Parent/Guardian or Sponsor:

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

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

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Date

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Date: