

**ANNUAL BALLOON CREW AND PASSENGER WAIVER AGREEMENT**

This Annual Balloon Crew and Passenger Waiver Agreement is in effect for the period of January 1 until December 31, \_\_\_\_\_. This Waiver relates to activities performed both as ground crew as well as a passenger in the balloon, regardless of the location (geographically) of the balloon.

For and in consideration of being permitted to participate as a ground crew member or a passenger in a hot air balloon, hereinafter referred to as "Balloon," that is in any way sponsored, owned or hired by, or assigned to, or associated with, SkyCab Balloon Promotions, Inc., I, the undersigned, for myself, my personal representatives, heirs, executors, assigns, and next of kin, do:

- Hereby release, waive, discharge and covenant not to sue SkyCab Balloon Promotions, Inc., the balloon pilot, the balloon crew, the owners and/or sponsors of the balloon, and the officers, directors, employees, agents, successors, and assigns of each of them, all hereinafter collectively referred to as "Releases," from and against any and all liability to the undersigned, or the undersigned's personal representatives, heirs, executors, assigns, and next of kin, for any and all loss, damage, or expense (including reasonable attorney's fees), and any claims, demands, suits, or actions therefore, on account of bodily injury (including death) or damage to, or loss of property sustained by the undersigned's personal representative, heirs, executors, assigns, or next of kin, whether caused by negligence on the ground or in the air, and
- Hereby agree to indemnify, save and hold harmless the Releasees, and each of them, from any and all loss, liability, damage, cost of expenses, they may incur due to the presence of, or any action by, the undersigned in or about the balloon, whether caused by negligence of the Releasees or otherwise.

The undersigned expressly agrees that the foregoing Release and Waiver is intended to be as broad and inclusive as permitted by applicable law and, if any portion thereof is held invalid, that the balance of shall continue in full force and effect.

The undersigned hereby warrants that the following statements are true and correct and that the Releasees have relied there on in giving permission to the undersigned to be in or about the balloon.

No oral representations, statements, or inducements apart from the foregoing have been made. The undersigned assumes full responsibility for, and risk of, bodily injury, death, or property loss or damage due to the negligence of the Releasees or otherwise upon entering the balloon area.

The undersigned has read, **and understands this is a legal and binding document**, and voluntarily signed this Release and Waiver Agreement.

Print passenger name: \_\_\_\_\_

Passenger signature: \_\_\_\_\_

Passenger's Parent/Guardian: \_\_\_\_\_

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

Witness: \_\_\_\_\_