HOT AIR BALLOON RELEASE OF LIABILITY & ASSUMPTION OF RISK

In consideration of being permitted to participate in hot air ballooning activities with Hot Air Marketing LLC, the WRAL Freedom Balloon Fest, and for other good and valuable consideration, the receipt and sufficiency of which the **Participant and/or Passenger**, his/her heirs and assigns, his/her spouse, or legal representative (hereinafter referred to as Participant) hereby forever release, waive, and discharge each of Hot Air Marketing LLC, Parks Aviation, Inc., Kenneth and Amanda Hoyle, Capitol Broadcasting, Inc., Raleigh Jaycees, Inc., The City of Raleigh, North Carolina; and each of their respective volunteers, employees, departments, elected officials, members, officers, partners, lenders, sponsors, event producers/production companies, businesses or brands/companies displayed on the balloon(s), their heirs and assigns (hereinafter referred to collectively as PILOT & TEAM) from all liability to Participant and/or Passenger, his/her heirs and assigns, for any and all loss or damage, and any claims or damages resulting therefrom, on account of injury to Participant's and/or Passenger's person or property, even injury resulting in death, whether caused by the active or passive negligence of PILOT & TEAM or otherwise, while Participant is participating in the hot air balloon flight, launch, landing, setup or takedown, and transportation to or from any said activity.

Participant acknowledges and understands that **hot air ballooning is a hazardous activity involving risks** including, but not limited to, **the risk of injury or death**, loss or damage to personal property or legal actions and Participant voluntarily assumes full responsibility for these and all other risks. This release extends to all claims of every nature and kind whatsoever, known and unknown arising out of this activity.

Participant agrees to indemnify, defend and hold harmless PILOT & TEAM from any and all actions, causes of actions, claims, judgments, loss, liability, damage or cost (including attorney's fees) it may incur due to Participant's involvement in this activity.

Participant expressly agrees that this **Release of Liability and Assumption of Risk and this Indemnity Agreement is intended to be as broad and inclusive as permitted by law** and that if any portion thereof is held invalid, same shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. This agreement shall be governed by the laws of the State of North Carolina.

Participant certifies that I am eighteen (18) years of age or older and that I have no medical or mental condition that prevents me from participating in any part of this activity. I have carefully read this Release of Liability & Assumption of Risk and this Indemnity Agreement and I fully understand it.

This release is provided additionally where applicable on behalf of a minor: I hereby additionally certify that I am the parent or guardian of the child named herein. The child is under the age of eighteen years, to whom this release applies and that I have the legal authority to execute this release. I approve the foregoing and agree that I/we both shall be bound thereby.

This the _____ day of _____, 2015.

PASSENGER NAME:_____ PASSENGER AGE:_____

SIGN:_____ (SEAL) DATE:_____

TELEPHONE NUMBER (*please include area code*):_____

YOUR EMAIL ADDRESS: _____

If participant is under 18:
PARENT/LEGAL GUARDIAN _____

PARENT/GUARDIAN SIGNATURE_____