

HOT AIR BALLOON RELEASE OF LIABILITY

THIS RELEASE IS MADE by: _____, (“Passenger”) in consideration of being permitted to participate in hot air balloon activities conducted by Thomas J. Brown (“Owner/Operator”), for other good and valuable consideration, the receipt and sufficiency of which the Passenger heirs and assigns, hereby forever irrevocably releases, waives and discharges Owner/Operator, his agents, successors, assigns (including Gentle Journeys, LLC), affiliates, crew members and legal representatives (“release parties”) from all liability to Passenger, his/her spouse, legal representative, heirs and assigns for any and all loss or damage and any claims or damages resulting there from, on account of injury to Passenger’s person or property, even injury resulting in death of Passenger, whether caused by active or passive negligence of Owner/Operator, release parties or otherwise, while Passenger is participating in preparation, launch, flight, landing and return to the launch site (“hot air balloon activities”).

Passenger realizes hot air ballooning may entail risks including, but not limited to loss or damage to personal property, arrest for trespassing or other violations, injury or fatality due to capsize of basket, collision with obstacles on the ground or in the air, accident or illness in remote areas without medical facilities, falling getting in or out of the balloon basket or falling while aboard the balloon to the air or on the ground, fire, temperature extreme and inclement weather. Passenger voluntarily assumes full responsibility for these and all other risks of bodily injury, death or property damage while in or upon the hot air balloon, whether due to the active or passive negligence of Owner/Operator, release parties or otherwise.

Passenger agrees to indemnify, defend and hold harmless Owner/Operator and release parties from any and all actions, causes of actions, claims, judgment, loss, liability, damage or cost (including attorney’s fees) it may incur due to the presence of Passenger in or upon the balloon or which result from Passenger’s use of the hot air balloon or hot air balloon equipment, whether caused by the active or passive negligence of Owner/Operator, release parties or otherwise.

Passenger realizes that the hot air balloon flight is conducted solely by Owner/Operator and not by any sponsor or event organizer whose names may appear on the hot air balloon and other equipment only as advertising. Passenger hereby further release and indemnifies said sponsors, officers and agents from any and all claims or liability in connection with the hot air balloon flight activities.

Passenger expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and exclusive as permitted by the law of the State of Michigan and that if any portion therefore is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

Acknowledgement of Parent or Guardian

I, we, having read and understanding the above and acknowledge that there can be no guarantee of absolute safety against risk and unforeseen accident as described above, permit _____, (a Passenger under 18), to participate in hot air balloon activities conducted by Owner/Operator.

In witness thereof, Passenger, Parent or Guardian executed this release dated: _____.

Passenger Printed Name

Passenger Signature

Witness