

TETHERED HOT AIR BALLOON RELEASE OF LIABILITY & ASSUMPTION OF RISK

In consideration of being permitted to participate in hot air ballooning activities during the event known as "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 Project Uplift USA, Inc., , The Town of Fuquay-Varina, North Carolina, Kenneth Brian Hoyle and Amanda J. Hoyle, Maury Sullivan, Thomas K. Lattin, their heirs and assigns, and each of their volunteers, employees, members, officers, partners, lenders, sponsors, elected officials; and, each of the pilots and brands displayed on any balloon; and each of their volunteers, employees, members, officers, partners, lenders, sponsors (hereinafter referred to collectively as "EVENT & ORGANIZERS") **from all liability to PARTICIPANT, 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 person or property, even injury resulting in death**, whether caused by the active or passive negligence of EVENT & ORGANIZERS or otherwise, while PARTICIPANT is participating in the hot air balloon flight, tethered balloon activity, launch, landing, setup or takedown, and transportation to or from any said activity.

CAUTION: TRIPPING HAZARDS ARE PRESENT IN THE TETHER OPERATIONS AREA. WATCH FOR ROPES.

PARTICIPANT acknowledges and understands that hot air ballooning is a hazardous activity involving risks including, but not limited to, **THE RISK OF SERIOUS 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 acknowledge that the pilot-in-command is solely responsible for the safe operation of the aircraft and the final decision to fly or not fly is left solely and exclusively to the pilot-in-command.**

PARTICIPANT agrees to indemnify, defend and hold harmless EVENT & ORGANIZERS 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 _____, 20__.

PARTICIPANT NAME: _____ PARTICIPANT AGE: _____

SIGN: _____ (SEAL) DATE: _____

TELEPHONE NUMBER (please include area code): _____

YOUR EMAIL ADDRESS: _____

PARENT/GUARDIAN NAME (if passenger under 18) _____

PARENT/GUARDIAN SIGNATURE: _____