



Passenger Release Form

THIS RELEASE is made on _____, 2014, by _____
(Date) (Name)

OF: _____, _____, _____, _____
(Address) (City) (State) (Zip)

In consideration of being permitted to take a hot-air balloon flight or tether conducted by RE/MAX Florida Region (the "Owner/Operator"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Passenger, for himself, his spouse, legal representatives, heirs, and assigns, hereby forever releases, waives, and discharges Owner/Operator, its pilots, crew, officers, employees, directors, and shareholders from all liability to Passenger, his/her spouse, legal representatives, heirs, and assigns, for any and all loss or damage, and any claim or damages resulting there from, on death of Passenger, whether caused by the active or passive negligence of Owner/Operator or otherwise, while Passenger is participating in the hot-air balloon flight or tether.

Passenger acknowledges that participation in a hot-air (or gas) balloon flight or tether is a potentially hazardous activity. Passenger understands and attests that during the flight or tether he/she will be exposed to above-normal risks of injury and that although Owner/Operator has taken precautions to provide equipment and safety preparation for each flight or tether, it is impossible for Owner/Operator to guarantee absolute safety. Passenger understands that he/she shares in the responsibility for safety in flight or tether and voluntarily assumes full responsibility for the risk of bodily injury, death, or property damage while in or upon the hot-air balloon flight or tether, whether due to the active or passive negligence of Owner/Operator or otherwise.

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

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

IN WITNESS WHEREOF, Passenger has executed this release as of the day and year first above written.

Passenger: _____

Witnesses

Witnesses

**** ACKNOWLEDGMENT OF PARENT OR GUARDIAN (IF PASSENGER IS UNDER 18 YEARS OF AGE) ****

IN WITNESS WHEREOF, Parent or Guardian of Passenger, a minor, acknowledges that there can be no guarantee or absolute safety against risk and unforeseen accident and hereby executes this Release on behalf of: _____ (Minor) as of the date and year first above written.

Parent or Guardian: _____

Witnesses

Witnesses