

RE/MAX BALLOON PASSENGER RELEASE FORM

THIS RELEASE is made on _____ 20____ by _____ of
(Date) (Name)
_____, _____, _____, _____
(Address) (City) (ST) (Zip)
Phone # (_____) _____ - _____ E-mail _____

In consideration of being permitted to take a hot air balloon flight or tether conducted by RE/MAX Carolinas Ad Fund, Inc. (a Colorado corporation) (the "Owner/Operator"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Passenger, for their self, their spouse, legal representatives, heirs, and assigns, hereby forever releases, waives and discharges RE/MAX Carolinas Ad Fund, Inc., RE/MAX Carolinas, Inc., RE/MAX International, Inc., RE/MAX, LLC, all RE/MAX real estate agents and offices, all landowners, and/or lessors, their officers, directors, shareholders, employees and agents, and the pilot or pilots of the hot air balloon and any of his or her crew, employees, or agents from all liability to Passenger, their spouse, legal representatives, heirs, and assigns, for any and all loss or damage, and any claim or damages resulting therefrom, 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 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 or 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 active or passive negligence of Owner/Operator or otherwise. Therefore, Passenger acknowledges that they have taken into account any medical condition, prior injury, or recent surgery that may be aggravated while participating in this activity. **If you have any questions or concerns about your medical condition, please share them with the pilot.**

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 that the balance shall, notwithstanding, continue in full legal force and effect.

Right to Disclose My Personal Information

By signing below, I grant RE/MAX, LLC and RE/MAX Carolinas Ad Fund, Inc. the right to disclose My Personal Information to affiliates of RE/MAX, including but not limited to, the RE/MAX franchise network of independently owned offices and their affiliated independent real estate agents, strategic alliance affiliates, sub-contractors, Balloon Pilot and Team, event producers and third party service providers (collectively "RE/MAX Affiliates"). I further grant permission to RE/MAX Affiliates to contact me via electronic mail, phone or other means.

Passenger accepts and executes this release as of the day and year first written above.

Print Passenger Name

Passenger's Signature

Print Passenger Name

Passenger's Signature

Acknowledgement of Parent or Guardian (if under 18 years of age)

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

Print Minor's Name

Signature of Parent or Guardian

Print Minor's Name

Signature of Parent or Guardian

Print Minor's Name

Signature of Parent or Guardian