

INDY HOT AIR LLC

RELEASE, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

I, the undersigned, acknowledge that I (either individually or on behalf of my minor child who is under the age of 18), wish to participate in a balloon ride or any other related services (“activities”) provided by INDY HOT AIR, LLC, all of which, along with commonly owned, affiliated, parent or subsidiary corporations or entities, and its owners, officers, directors, agents, crew and employees, and/or any successor or assignee, and any corporate sponsor, are hereinafter collectively referred to as the “RELEASEES”.

1. I understand and accept that I am about to engage in activities that can be hazardous and dangerous and pose substantial risk of injury, illness, disability, death, or damage or loss to personal property caused in any manner, including but not limited to fire or weather, or by my own negligence, or by the negligence or conduct of any other participant, or by the negligence or conduct of the RELEASEES.

2. I acknowledge that my participation is strictly voluntary.

3. As consideration of and part of my payment for said activities, I, for myself and/or minor child, as evidenced below by my signature, hereby **WAIVE, RELEASE, HOLD HARMLESS AND INDEMNIFY** the RELEASEES from and against any and all claims, liability, damages, cost or expenses (including attorney’s fees) arising out of or related to my participation in the activities and caused in any manner as described above in paragraph 1.

4. I represent that I am in good physical condition and health and am able to safely participate in the activities.

5. If signing on behalf of a minor child under the age of 18, I am the parent or legal guardian authorized to sign this agreement.

Adult signature: _____ Date: _____

On behalf of Minor Child (if applicable): _____