



Air America Promotions, Inc.

**Passenger Release Form
Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

Congratulations on your decision to experience the magic of lighter-than-air flight with your purchase of hot air balloon rides at The 2017 QuickChek New Jersey Festival of Ballooning. Please read the following carefully, as we require your consent to the belowmentioned terms and conditions. Please ask us if you have any questions.

By signing below, you acknowledge, understand and agree that hot air balloon activities contain an inherent risk of injury or death to yourself, and damage to your property. You understand that such risks include, but are not limited to: (a) loss of or damage to personal property; (b) bodily injury or fatality; (c) accident or illness in remote places without medical facilities; and (d) all risks explained during pre-flight meetings/briefings. You understand that the pilot is not a medical professional and cannot assess my physical or emotional condition. You stipulate that you are in good physical and mental condition and/or have consulted your personal physician or taken whatever steps necessary to determine that you have no conditions that might limit your participation in ballooning activities. You understand and agree that no medical benefits will be provided to you during these ballooning activities, and that you and/or your insurance shall be solely liable to pay for any medical expenses incurred on my behalf.

You certify that you are 18 years of age or older, or that you are the legal guardian and/or parent of the minor passenger with authority to sign this document on said minor's behalf. If you are signing for a minor passenger, all waivers, releases, assumptions of risk, terms of agreement, representations, acknowledgements, and certifications apply equally to such minor.

Being aware of the risks involved, you are voluntarily and willingly assuming full responsibility for all risks and dangers involved with or arising from your participation in hot air balloon activities whether during flight preparation, take-off, flight, landing, travel to or from the take-off or landing areas, or otherwise. You agree to follow all instructions of the pilot in connection with this hot air balloon activity and understand that your failure to do so may jeopardize your safety and the safety of the pilot, other passengers, and other persons.

Therefore, you hereby irrevocably release the following entities:

- ✓ Festival of Ballooning, Inc. (owner of The QuickChek New Jersey Festival of Ballooning);
- ✓ The Balloon Ride Operator;
- ✓ Air America Promotions, Inc. (balloon operations coordinator);
- ✓ The hot air pilot providing the balloon rides to the undersigned passengers;

their employees, agents, representatives, contractors, subcontractors, successors, and crew members (the "Released Parties") from, and hold them harmless for, all claims, rights, demands or causes of action arising out of the ballooning activities, which you or your successors, heirs, or assigns may have against the Released Parties in connection with ballooning activities. You agree to make no claims against or sue the Released Parties for injuries, death, or property damage that is caused due to the ordinary negligence of the Released Parties or any dangerous conditions of any property upon which the ballooning activities may take place.

You agree to engage in good faith efforts to mediate any dispute that might arise. Should the issue not be resolved by mediation, you agree that the issue will be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association currently in effect.

You further agree that if any portion of this Hot Air Balloon Agreement (including Assumption of Risk, Waiver or Liability, Covenant not to Sue, and Indemnification Agreement) is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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| PRINT PASSENGER NAME | SIGNATURE | DATE |
| Order Number | Please select which flight you are scheduled for: Friday 7/28: <input type="radio"/> 6:30pm Saturday 7/29: <input type="radio"/> 6:30am <input type="radio"/> 6:30pm Sunday 7/30: <input type="radio"/> 6:30am <input type="radio"/> 6:30pm | |

IF THE ABOVE PASSENGER IS UNDER 18 YEARS OF AGE:

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|-----------------------------------|----------------------------------|-------------|
| PRINT PARENT/GUARDIAN NAME | PARENT/GUARDIAN SIGNATURE | DATE |
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Please **MAIL** your signed waiver(s) **ASAP** to: **The Festival of Ballooning, Inc. – Attn: Balloon Ride Operations**
363 Rt. 46 West, Suite 200, Fairfield, NJ 07004

One waiver needed per passenger