

# **RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

**Notice:** By signing this agreement, you are forever releasing and waiving your rights to make a claim for injuries or damages against Tony Sica and High 5 Ballooning LLC. **Read this document carefully before signing**

1) I acknowledge that I have voluntarily applied to participate in Hot Air Balloon flights and associated activities to be conducted by Tony Sica and High 5 Ballooning LLC.

2) I am aware that Hot Air Balloon flight is a potentially hazardous activity. Some of the risks include, but are not limited to, loss of or damage to personal property, arrest for trespassing or other violations of the law, injury or fatality due to capsizing of basket, or other vehicle, collision with obstacles on the ground or in the air, accident or illness in remote places without medical facilities, immersion in water, and hypothermia, falling from a balloon while in the air or on the ground, fire or flame and temperature extremes or inclement weather. I am voluntarily participating in these activities with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of injury or death and verify this statement by placing my initials here:

\_\_\_\_\_ (passenger)

3) As a passenger, I agree to help make the flight safer by pointing out any potential hazards such as power lines or other balloons in the immediate vicinity. I also agree to follow the pilot's instructions throughout the duration of the flight.

4) By signing this agreement, I certify that I have no physical or mental condition that prevents me from participating in any balloon activities.

5) In consideration for being permitted by Tony Sica and High 5 Ballooning LLC herein referred to as High 5 Ballooning to participate in these activities and use of their facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make any claim against, sue, or attach the property of High 5 Ballooning, its agents, employees, and contractors for any injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, or contractor of High 5 Ballooning, as a result of my participation in Hot Air Balloon flights and associated activities. I hereby release High 5 Ballooning, its agents, servants, and employees, from all actions, claims, demands, that I, my assignees, heirs, distributees, guardian, and legal representative now have or may hereafter have for injury or damage resulting from my participation in Hot Air Balloon flights and associated activities. Further, I agree to indemnify and hold harmless High 5 Ballooning and its agents, servants, and employees against any claim for injury or damages that I may sustain as a result of my participation in any of the activities of High 5 Ballooning.

6) **I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and High 5 Ballooning and sign it of my own free will.**

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

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**Passenger**

**Passenger Signature**