

WAIVER, INDEMNITY AND RELEASE

This Waiver, Indemnity and Release is signed and made effective as of the following date, _____ by _____ as a passenger of a hot air balloon owned and operated by HOT FUN, a Maine corporation, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, passenger hereby agrees as follows;

1. It is understood that this document is intended to be a waiver and release of any and all claims arising out of the use of Owner's hot air balloon as a passenger, including, but not limited to death, personal injury or damage to passengers property, except as otherwise provided herein. Passenger acknowledges the risk of hot air balloon flight and assumes that risk.
2. Passenger hereby, and on behalf of passenger's agents, representatives, successors and assigns, fully and forever releases Owner, it's successors and assigns from any and all claims of any kind or character, rights, debts, demands, obligations, damages and causes of action of whatever kind or nature, which passenger might have now or later have against Owner and Indemnities, arising out of the use of Owner's hot air balloon by passenger; provided, however, that nothing herein shall be construed to release Owner or Indemnities from liability for gross negligence, willful or wanton conduct or for failure to guard or warn against a known dangerous condition.
3. Passenger hereby, and on behalf of passenger's agents, representatives, successors and assigns, fully and forever indemnifies Owner and Indemnities, their successors and assigns, from any and all loss or damage to Owner and/or Indemnities arising out of the use of Owner's property by Passenger and from any and all claims of any kind or character, rights, debts, demands, obligations, damages and causes of action of whatever kind or nature, which any third parties might have now or later have against Owner and Indemnities arising out of the use of Owner's hot air balloon by Passenger, provided, however, that nothing herein shall be construed to release Owner or Indemnities from gross negligence, willful or wanton conduct or for failure to guard or warn against a known dangerous condition.
4. Passenger shall be responsible for any insurance for Passenger while in or around Owner's hot air balloon. In the event it is necessary for Owner to retain the services of an attorney to enforce any of Owner's or Indemnities' rights hereunder, Owner's and Indemnities shall be entitled to reasonable attorney's fees and costs, in addition to any other relief. The invalidity or no enforceability of any position of this instrument shall not affect the remaining portions thereof. Passenger has read and fully understands the provisions of this document.

WITNESS the signature of Passenger effective when signed as of the date first set out above.
Signature of Passenger _____