

Location: _____ Magical Adventures Release Form Pilot: _____

THIS RELEASE IS MADE by (Passenger Name) : _____

In consideration of being permitted to take a hot air balloon ride conducted by **Magical Adventures, Inc**, for other good and valuable consideration, the receipt and sufficiency of which the passenger, heirs and assigns, hereby forever releases, waives, and discharges Owner/Operator, its officers, employees, directors, shareholders, advertisers, vendors, agents, promoters and independent contractors (hereinafter collectively "the released parties") from all liability to Passenger, his/her spouse, minor children, legal representative, damages resulting there from, on account of injury to Passenger's person or property, even injury resulting in death of Passenger, whether caused while Passenger is participating in the hot air balloon ride and associated activities, including without limitation, balloon inflation, launch, flight, landing and travel to and from the launch and landing sites. Due to landowner/flight zone restrictions, there is no guarantee to length of flight.

Assumption of Risks. Passenger realizes that hot air ballooning **may entail risks** including but not limited to: loss or damage to personal property, arrest for trespassing or other violations, injury or fatality due to capsizing of a basket, collision with obstacles in the air, water or ground, accident or illness in remote areas without medical facilities, drowning, falling getting in, out or while aboard the balloon, in the air, water or ground, fire, smoke, temperature extremes and inclement weather. Passenger hereby voluntarily assumes full responsibility for these and all other risks, and the risk of bodily injury, death or property damage to Passenger and to others, including any participating minor child of Passenger while in or upon the hot air balloon, whether due to the active or passive negligence of the released parties or otherwise.

Release. Passenger agrees to indemnify, defend and hold harmless the released parties from any and all actions, causes of actions, claims, judgments, loss, liability, damage or cost (including attorney's fees) it may incur due to the presence of Passenger or any participating minor child of Passenger in or which result from Passenger's use of the hot air balloon, whether caused by the active or passive negligence of the released parties or otherwise. Passenger realizes that the hot air balloon flight is conducted solely by the released parties and not by any sponsor whose names may appear on the hot air balloon and other equipment. Passenger hereby further releases and indemnifies said sponsors, their officers, employees, directors, shareholders, partners and agents from any and all claims or liability in connection with the hot air balloon flight.

Passenger expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF, Passenger has executed this release DATED _____

Email _____ (for souvenir pictures)

Print Name _____ Weight _____

Passenger's Signature
or Guardian (if Minor) _____

Permanent
Address _____

Payment by: