

# SKY CANDY HOT AIR BALLOONING

315 Johnson Farm Lane, Glen Burnie, MD 21061

## Waiver of Liability:

**Please read the following carefully. This agreement includes important information and releases.**

**Hot air ballooning can be a dangerous activity. Please ask us if you have any questions about this Agreement.**

I understand that the hot air balloon activities offered by Sky Candy Hot Air Ballooning Co. can be dangerous, and involve the risk of injury or death to myself, and damage to my property. I understand that such risks include, but are not limited to: (a) loss of or damage to personal property; (b) bodily injury or fatality; I understand that large open areas are needed for the take-off and landing of the balloon, and that such areas may be undeveloped, unimproved, and in an unsafe condition. I have consulted my personal physician or taken every steps I deem necessary to determine that I am in good health with no conditions that might limit my participation in ballooning activities. I understand that no medical benefits will be provided to me during these ballooning activities, and that I and/or my insurance shall be solely liable to pay for any medical expenses incurred on my behalf.

I agree to follow all instructions of the pilot in connection with this hot air balloon activity. I understand that my failure to do so may jeopardize my safety and the safety of the pilot, other passengers, and other persons.

Being aware of the risks involved, I am voluntarily applying to participate in hot air balloon flights and associated activities operated by Sky Candy Hot Air Ballooning Co. I understand that the waivers, indemnifications, releases, and assumptions of risk herein contained are consideration and part payment for the right to participate.

I agree to hold harmless, defend, and indemnify Sky Candy Hot Air Ballooning Co. (that is, defend and pay any judgment and costs, including investigation costs and attorneys' fees) from any and all claims, rights, demands or causes of action whether known or unknown, suspected or unsuspected, arising out of the ballooning activities, which I or my successors, heirs, or assigns may have against the Released Parties in connection with ballooning activities with Sky Candy Hot Air Ballooning Co., including those arising from the inherent risks of ballooning activities or the ordinary negligence of the Released Parties or any dangerous conditions of any property upon which the ballooning activities may take place. This Assumption of Risk, Waiver of Liability, and Indemnification Agreement is the full, final, and entire agreement between the undersigned and the Released Parties regarding the matters herein addressed.

I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I 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.

**TURN PAGE OVER**

**BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT.**

PARTICIPANT NAME

SIGNATURE

DATE

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PARTICIPANT NAME

SIGNATURE

DATE

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PARTICIPANT / CREW NAME

SIGNATURE

DATE

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PARTICIPANT / CREW NAME

SIGNATURE

DATE

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**IF CHILD UNDER 18 YEARS OF AGE:**

CHILD PARTICIPANT'S NAME

CHILD SIGNATURE

DATE

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PARENT/GUARDIAN #1 NAME

PARENT/GUARDIAN #1 SIGNATURE

DATE

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PARENT/GUARDIAN #2 NAME

PARENT/GUARDIAN #2 SIGNATURE

DATE

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