

Maverick Balloon Adventures LLC

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 Maverick Balloon Adventures 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 Maverick Balloon Adventures 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, serious bodily injury or fatality due to capsize 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.
- 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 Maverick Balloon Adventures LLC herein referred to as "company", 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 Maverick Balloon Adventures LLC, its owners, property owners, agents, employees, and contractors for any injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, property owner or contractor of Maverick Balloon Adventures LLC, as a result in my participation in Hot Air Balloon flights and associated activities. I hereby release Maverick Balloon Adventures LLC, its agents, servants, property owners, contractors and employees, from all actions, claims, demands, that I, my assignees, heirs, distributes, 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 Maverick Balloon Adventures LLC and its agents, property owners, servants, employees and contractors against any claim for injury or damages that I may sustain as a result of my participation in any of the activities of Maverick Balloon Adventures LLC.
- 6) Communicable Diseases - Participating in Activities at or via the Company will also invariably place Releasee in close proximity with other individuals and in contact with surfaces or areas that may have been handled, touched, or come into contact with other individuals. Due to the nature of the Activities and Services, as well

as the participation of other persons, the Company cannot guarantee that recommended social distancing will be followed at all times during the Activities and Services and cannot guarantee that surfaces and other areas or items the Releasee may come in contact with are free of viruses, bacteria, or other contaminants. Releasee acknowledges that cases of the novel coronavirus ("COVID-19") have been confirmed throughout the United States, including in the State of Florida. By volunteering to participate in the Activities and Services, Releasee appreciates, fully understands, and assumes the risk that Releasee may be exposed to and contract COVID-19 or any other communicable disease, including as a result of actions or inactions by the Company, by other activity participants, or by third parties. If Releasee is not aware of these risks which may come by participating in the Activities, Releasee should not participate until and unless Releasee has sought and received information from the Company which allows Releasee to have a fair and reasonable opportunity to know and understand said risks. Releasee agrees, represents, and warrants that neither Releasee nor any child that Releasee brings to participate in the Services will participate in Activities or Services or visit the Company's physical location(s) if he or she (i) is experiencing symptoms of COVID19, including, without limitation, fever, cough, or shortness of breath or (ii) has a suspected or diagnosed case of COVID-19 or any other communicable disease. Additionally, Releasee agrees, represents, and warrants that neither Releasee nor any child that Releasee brings to participate in the Services will participate in Activities or Services or visit the Company's physical location(s) if he or she, within the preceding 14 days, has (1) visited an area subject to a CDC Level 3 Travel Health Notice, (2) been exposed to any person who had visited an area subject to a CDC Level 3 Travel Health Notice in the 14 days preceding the exposure, or (3) been exposed to any person who has a suspected or diagnosed case of COVID-19.

7) 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 Maverick Balloon Adventures LLC and sign it of my own free will.**

Executed at: Maverick Balloon Adventures

Date: _____

Please Print Passenger 1 Name: _____

Passenger 1 Signature: _____

Please Print Passenger 2 Name: _____

Passenger 2 Signature: _____

Minor Passenger 1 Name: _____

Minor Passenger 2 Name: _____

(Consenting Parent/Guardian of Passenger): _____

Relationship: _____

Phone Number: (____) _____ - _____

Pilot: _____

Crew: _____