



TETHERED-BALLOON PASSENGER WAIVER AGREEMENT FORM



THIS IS A LEGAL AGREEMENT.
PLEASE READ THIS CAREFULLY BEFORE SIGNING.

For and in consideration of being permitted to participate as a passenger in a hot air balloon tether, hereinafter referred to as "Balloon", that is in any way sponsored, owned, or hired by, or assigned to, or associated with Redbud Entertainment, or the 2020 Stillwater Balloon Festival, 2020 Oklahoma Taco Fiesta, Redbud East Venue, Mugsy's LLC, Mugsy's Grubhouse, or its officials, trustees, executives, employees, consultants, attorneys, sponsors, vendors, agents, volunteers, and representatives shall be primary and non-contributory. I, the undersigned, for myself, my personal representatives, heirs, executors, assigns, and next of kin, do:

- Hereby release, waive, discharge and covenant not to sue the balloon pilots, the balloon crews, the owners and/or sponsors of the balloon, the organizers of the balloon tether, and the officers, directors, employees, agents, successors, and assigns of each of them, all hereinafter referred to as "Releases", from and against any and all liability to the undersigned, or the undersigned's personal representatives, heirs, executors, assigns, and next of kin, for any and all loss, damage, or expense (including reasonable attorney's fees), and any claims, demands, suits, or action therefore, on account of bodily injury (including death) or damage to, or loss of property sustained by the undersigned's personal representatives, heirs. Executors, assigns, or next of kin, whether caused by negligence or recklessness on the ground or in the air, and
- Hereby agree to indemnify, save and hold harmless the Releases, and each of them from any and all loss, liability, damage, cost of expenses, they may incur due to the presence of, or any action by, the undersigned in or about the balloon, whether caused by negligence of the Releases or otherwise.

The undersigned expressly agrees that the foregoing Release and Waiver is intended to be as broad and inclusive as permitted by applicable law and, if any portion hereof is held invalid, that the balance of shall continue in full force and effect.

The undersigned hereby warrants that the following statements are true and correct and that the Releases have relied there on giving permission to the undersigned to be in or about the balloon.

No oral representations, statements, or inducements apart from the foregoing have been made. The undersigned assumes full responsibility for, and risk of, bodily injury, death, or property loss or damage due to the negligence of the Releases or otherwise upon entering the Balloon Field area. Appropriate signage is also posted at the venue as Notice.



The undersigned has read and understands that is this a legal and binding document and voluntarily signed this Release and Waiver Agreement. (Up to 5 individuals may sign this Waiver Form, absolutely NO balloon rides/tethered rides without signing this form and turning into festival staff or completed online to retrieve your permission to ride. Thank you!

DATE: _____

PASSENGER NAME: _____ PRINT SELF/PARENT/GUARDIAN: _____ SIGNATURE

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