RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

I, _____, _____, _____,
Print First Name Print Middle Initial Print Last Name
For (if minor): _____, _____, _____,
hereby acknowledge that I have voluntarily applied to participate in hot air ballooning recreational/sporting activities. I understand and I am aware that hot air ballooning and the use of ballooning equipment involves a risk of injury or death and that there is a possibility that I could be injured or killed while participating in this activity. I also understand that the property upon which the take-off or landing of the balloon is to occur may not be in a safe condition.

I hereby agree to, and expressly assume the risks of injury or death while engaged in hot air ballooning recreational/sporting activities, whether during the preparation, take-off, flight, landing, pack-up or travel to or from the take-off or landing areas, including ground transportation.

I recognize that the pilot of the balloon is in full and complete charge and control of the balloon and is solely responsible for all decisions made concerning all things or persons in or connected with the balloon on the ground or in the air.

I hereby irrevocably release Airborne Adventures Ballooning, Inc., it's owners, pilots, employees, balloon crew, sponsors, agents, successors, heirs, assigns, affiliates and legal representatives ["Released Parties"] from all claims, rights, demands or actions for ordinary negligence which I or my successors, heirs or assigns may have against the Released Parties in connection with the ballooning activities. I agree not to make a claim against or sue the Released Parties for injuries, death or property damages relating to the ballooning activities and/or the use of the balloon equipment, even if any injury, death or damage caused to me or my property is due to the ordinary negligence of the Released Parties or the dangerous condition of any property upon which the ballooning activities may take place.

I further understand and agree that this release extends to all claims for ordinary negligence, known, unknown, suspected or unsuspected, arising out of the ballooning activities.

I hereby agree to and accept the terms and conditions of the Release of Liability and Assumption of Risk Agreement. This Release of Liability and Assumption of Risk Agreement constitutes the final and entire agreement between the Released Parties and the undersigned concerning this subject matter.

In the event of litigation with respect to the ballooning activities or this agreement, the prevailing party shall be entitled to recover attorney fees and the costs of litigation. I certify that I am eighteen (18) years of age or older and that I have no known medical or mental condition that prevents me from participating in the ballooning activities.

I have carefully read this Release of Liability and Assumption of Risk Agreement. I fully understand it and agree to the terms set forth within this document.

Signed, _____, on this day, _____.