

ASSUMPTION OF RISKS & WAIVER of LIABILITY AGREEMENT

I, _____,

Print First Name

Print Middle Name

Print Last Name

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 is a hazardous activity**. I understand that hot air ballooning and the use of ballooning equipment involves **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 flight preparation, take-off, flight, landing, pack-up or travel to or from the take-off or landing areas, including ground transportation.

I acknowledge that per the Federal Aviation Regulations, the pilot of the aircraft 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 **waive** and **release Foolish Pleasures Hot Air Balloons, Ryan J. Coy**, his 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 whether caused by the **risks inherent** in these activities or by the **ordinary negligence** of the Released Parties. 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 is caused by the inherent risks of this recreational/sporting activity or 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** of every nature or kind whatsoever, known, unknown, suspected or unsuspected, arising out of the ballooning activities.

I hereby agree to and accept the terms and conditions of this Assumption of Risks & Waiver of Liability Agreement. This Assumption of Risks & Waiver of Liability 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 medical or mental condition that prevents me from participating in the ballooning activities.

Please read & initial to indicate understanding:

"I have carefully read this Assumption of Risks and Waiver of Liability Agreement and I fully understand it."

Your Initials _____ Date _____

Signature of Participant

Print Full Name

Address

City, State, Zip