# HOT AIR BALLOON
# RELEASE OF LIABILITY & ASSUMPTION OF RISK

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 a risk of injury or loss of life and that there is a possibility that I could be injured or lose my life 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 loss of life 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 **Gene Burnstein, ClipAway Ballooning LLC, his/her/their/its** members, 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 Released Parties in connection with the ballooning activities. I agree not to make a claim against or sue the Released Parties for injuries, loss of life or property damages relating to the ballooning activities and/or the use of the balloon equipment, even if any injury, lost of life or damage is 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 and I hereby expressly waive all rights regarding such claims.

I hereby agree to and accept the terms and conditions of this 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 an attorney fee and the costs of litigation.

I certify that I have no medical or mental condition that prevents me from participating in the ballooning activities.

{***In the space below, please print the following:*** "I have carefully read this Release and I fully understand it."}

I_____

Your Initials_____ _____
Signature Date

_____
Print Full Name

{A guardian eighteen (18) years of age or over, must sign if person above is not eighteen (18) years of age or over}

_____
Signature Date

_____
Print Full Name

[Revised May 2008]