

LIBERTY BALLOON CO.



ADULT RELEASE OF LIABILITY & ASSUMPTION OF RISK 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 safe condition.

I hereby agree to, and expressly assume the risks of injury or death while engaged in hot air ballooning recreational sporting activities, including, but not limited to, the preparation, take-off, flight, landing, pack-up or travel to or from the take-off 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 decisions made concerning all things or persons in or connected with the balloon on the ground or in the air.

I hereby irrevocably release _Liberty Balloon Co, Carroll Teitsworth, __REMAX of NY, and the owner of the launch site, their employees, balloon crew, sponsors, agents, successors, heirs, assignees, affiliates and legal representatives [“Released Parties”] from all claims, rights, demands or actions for which I or my successors, heirs or assigns may have against the Released Parties for injuries, death or property damages relating to the ballooning activities and/ or use of the balloon equipment, even if injury, death 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, known, unknown, suspected or unsuspected, arising out of the ballooning activities.

I hereby agree to and accept the terms of conditions of this Release of Liability and Assumption of Risk Agreement. 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.

Liberty Balloon Company and its agents may copyright and use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. I also permit the use of any printed material in connection therewith.

In the event of litigation with respect to the ballooning activities of this agreement, the prevailing party shall be entitled to reasonable 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.

“I have carefully read this Release of Liability & Assumption of Risk Agreement and I fully understand it.”

Signature _____ Initials _____

Print Name _____ Date _____