

_____(business name)
AGREEMENT AND RELEASE OF LIABILITY

In consideration of the use of the facilities and equipment of _____, and participation in the ballooning activities, including, but not limited to, ingress, egress of the balloon, take off, flight, landing, related operations of balloon flight, the ground instruction and ground handling related activities (hereinafter collectively referred to as the "**Balloon Activities**"), I hereby agree as follows:

1. I, for myself and for my heirs, assigns, successors, executors, administrators and legal representatives, hereby **RELEASE AND DISCHARGE** _____, its owners, employees, contractors, agents, equipment manufacturers, and the landowners and/or airport or other take-off or landing site utilized for the Balloon Activities (hereinafter collectively referred to as the "**Released Parties**") from any and all liability, claims, suits, demands and/or causes of action arising out of or in any way connected to my participation in the Balloon Activities, *including without limitation any claim arising out of the negligence of any of the Released Parties.*
2. I, for myself and for my heirs, assigns, successors, executors, administrators and legal representatives, further agree that **I WILL NOT SUE OR MAKE ANY CLAIM OR DEMAND** against any of the Released Parties for damages or other losses sustained as result of my participation in the Balloon Activities, *including without limitation for any damages or other losses incurred due to the negligence of any of the Released Parties.*
3. I, for myself and for my heirs, assigns, successors, executors, administrators and legal representatives, also agree to **INDEMNIFY AND HOLD EACH OF THE RELEASED PARTIES HARMLESS** from all claims, judgments and costs, including attorneys' fees incurred or arising out of any claim, suit, demand or other action brought by anyone as a result of my participation in the Balloon Activities, *including without limitation for any claim, suit, demand or other action arising out of the negligence of any of the Released Parties.*
4. I understand and acknowledge that the Balloon Activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate, including without limitation serious injury or death, and including without limitation if I am or may be pregnant. I represent that I am healthy and have no physical or mental limitations, disabilities or infirmities that would restrict or impair my full participation in the Balloon Activities, and I **EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR OTHER LOSS SUSTAINED OR INCURRED WHILE PARTICIPATING IN THE BALLOON ACTIVITIES, INCLUDING WITHOUT LIMITATION FOR ANY SUCH LOSS SUSTAINED OR INCURRED AS A RESULT OF THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.**
5. If any part of this Agreement and Release of Liability is declared invalid or unenforceable by a court of law, that part will be deemed struck and the remainder of this Agreement and Release of Liability shall remain in full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY, AND I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

Participant name: _____

Participant Signature: _____ Date: _____

If the participant is under eighteen (18) years of age:

I, the undersigned, represent that I am the parent or legal guardian of _____, and consent and agree to this Agreement and Release of Liability _____'s behalf, and for myself, and for my heirs, assigns, successors, executors, administrators and legal representatives.

Parent/Guardian Signature: _____