

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Above It All Balloon Co Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AIABC"), I hereby agree to release, indemnify, and discharge AIABC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that participating in guided hot air balloon rides entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: The forces of nature, including high winds, downdrafts, thermals, becalming, micro meteorology, lightning, and rapid weather changes; changing visibility; the hazards of being struck or burned by the equipment, slips and falls; loss of flying control, including collapse, change in direction or flight path, rapid rate of descent and ascent; high altitude; collision with other aircraft or other objects including but not limited to power lines, trees, and buildings; the risk of exposure to insects and encounters with wildlife; accidents or illness can occur in remote places without medical facilities; and the equipment itself may fail.

Furthermore, AIABC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I certify that my physical, medical and mental health is in acceptable condition to participate in this activity. I acknowledge that AIABC can not be responsible for determining if my physical, medical and/or mental health is in a condition that is safe for this activity, and that it is my sole responsibility to consult with the appropriate medical personnel to make such determination. Additionally, I understand that participation in this activity is NOT RECOMMENDED for women that are or might be pregnant.

4. I understand that hot air ballooning is an aviation activity governed by Federal law, specifically the Federal Aviation Administration. I agree to strictly and immediately follow any and all instructions that concern the safety of myself, other passengers, spectators, pilot or crew of the aircraft given by the pilot or crew and that failure to do so may be a violation of Federal law. I agree that in preparation for landing, I will; a. Hang on tightly with all hands, b. bend my knees at touch down, c. stay in the basket until instructed by the pilot or crew to exit, d. follow any and all additional instructions given by the pilot or crew.

5. I am aware that champagne, an alcoholic beverage, is traditionally served following each flight. I am aware of current governmental warnings concerning the consumption of alcohol. I am aware that nonalcoholic beverages are available for anyone who desires them and for anyone not of the legal drinking age of twenty-one (21) years old. I certify that my consumption of alcohol is strictly voluntary and that I accept full responsibility for my actions if I choose to consume complementary alcohol served by AIABC.

6. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AIABC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AIABC's equipment or facilities, **including any such claims which allege negligent acts or omissions of AIABC.**

7. Should AIABC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

8. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

9. In the event I file a lawsuit against AIABC, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AIABC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____

Print Name: _____ Date: _____

Address: _____ Phone: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by AIABC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AIABC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____

Print Name: _____ Date: _____