

I'LL FLY AWAY HOT AIR BALLOON ADVENTURES

PASSENGER AND CREW ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT.

NOTICE: By signing this Agreement, you are releasing and waiving your rights to make a claim for bodily injuries or property damages against I'LL FLY AWAY HOT AIR ADVENTURES, and GREG MILLER(collectively), its advertisers, employees, its suppliers, its vendors, its agents, its promoters, its independent contractors, its sponsors and others as set forth below in connection with your voluntary participation in hot air balloon flights and associated activities, including without limitation balloon inflation, launch, flight, landing and travel to and from the launch and landing sites. In consideration for being allowed to participate and/or have a minor child participate in a hot air balloon flight and associated activities provided by I'LL FLY AWAY HOT AIR BALLOON ADVENTURES, I hereby acknowledge and agree as follows:

1. **Assumption of Risks.** Participation in hot air balloon flights is voluntary. I acknowledge that I have voluntarily applied to participate in a hot air balloon flight and associated activities to be conducted by I'LL FLY AWAY HOT AIR BALLOON ADVENTURES. I understand that hot air balloon flights are a potentially hazardous activity and that serious accidents occasionally occur during hot air balloon flights, associated travel, preparations and recovery due to known and unanticipated risks. Some of the risks and dangers that exist which are inherent in all travel and balloon flights include, but are not limited to, loss of personal property, arrest for trespassing or other violations of the law, bodily injury or death due to capsizing of the basket, or other vehicle, collision with obstacles on the ground or in the air, accident or illness in remote places without medical facilities, immersion in water and hypothermia, falling from the balloon/basket while in the air or on the ground, equipment failure, malfunction or misuse, accidental drowning, trauma, fire, smoke or flame exposure, temperature extremes or inclement weather, including exposure to sun, wind, cold, storms and lightning. I understand and acknowledge that the above list of risks is not complete or exhaustive. I am voluntarily participating in all of these activities with the knowledge of the danger involved. I hereby agree to accept and assume any and all risks of injury, damage or death to myself, to others, to any participating minor child of mine or to my property which arise from my participation of my minor child's participation in the referenced activities. **. I have read and agree to and signed the attached COVID-19 amendment to this release.** Please initial _____

2. **Release.** I, on behalf of myself, my heirs, representatives, executors, administrators and assigns, hereby voluntarily release and discharge I'LL FLY AWAY HOT AIR BALLOON ADVENTURES, AND GREG MILLER OWNER AND OPERATOR, its independent contractors, agents, employees, advertisers, vendors, suppliers, officers, directors, shareholders, associates, subcontractors and all other persons or entities associated with it (hereinafter collectively "the released parties") from all liability, claims, demands, actions or causes of action for bodily injury, death illness, disease or damage to myself, to any participating minor child of mine, or to my property which are related to, arise out of, or are in any way connected with participation in the above referenced activities, including but not limited to those arising from negligent or careless acts of omission or breach of contract by the released parties or defects in the equipment used. This release is intended to be as broad and inclusive as is permitted by a law, and if any portion thereof is held invalid, I agree that the balance shall continue in full force and effect. Please initial _____

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3. **Medical Statement.** I certify that I have no physical or mental defect/condition, which prevents me from participation in a balloon flight and related activities. **Please initial** _____

4. **Photography. Photo Release** I hereby release I'LL FLY AWAY HOT AIR BALLOON ADVENTURES, to use any audio, or photography, including pictures, videos, DVD's, or other media, that have been taken in conjunction with this flight, for any promotional, advertising, or display purposes, including any Social media with out any compensation expressed or implied. **Please initial** _____

4. **Rules.** I agree to follow all rules and instructions of the released parties while participating in the balloon activities.

5. **Attorneys' Fees.** If any of the released parties are required to incur attorneys' fees and costs to enforce this agreement against me, I agree to indemnify and hold them harmless from all such fees and costs.

6. **Capacity.** I further certify that I am 18 years of age or older or have the consent of parent or guardian.

I acknowledge and agree that by signing this document, I am giving up my right to sue the released parties for any damages or injuries I suffer, or any minor child of mine suffers while participating in the above referenced activities, even if the released parties negligently cause said damages or injuries. I have read and understand this entire document. It is effective and binding upon me, my heirs, assigns, personal representatives, estate, and any minor child of mine who is participating in these activities.

Print Name: _____

Signature of Participant: _____

Contact Phone Number: _____

Date: _____

Place of Signing: _____,

Print Minor Participant's Name: _____

(Must be completed for participant's under the age of 18)

Date of Birth: _____

Signature of Parent or Legal Guardian for Minor: _____

Date: _____

Place of Signing: _____