

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

I, _____, _____, _____
(PRINT FIRST NAME) (PRINT MIDDLE NAME) (PRINT LAST NAME)

("PASSENGER") 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 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 a safe condition. I hereby agree to, and expressly assume the risks of injury or death while engaged in hot air ballooning recreational/sporting activities.

In consideration of being permitted to take a hot air balloon flight conducted by Balloon Odyssey, Inc., and/or Brian Beazly, and for other good and valuable consideration, the receipt and sufficiency of which the PASSENGER, the PASSENGER'S heirs and assigns, hereby forever releases, waives, and discharges Balloon Odyssey, Inc., and/or Brian Beazly, his/their/its officers, employees, subcontractors, assignees, volunteer crew members, directors, shareholders, sponsors, agents, successors, heirs, affiliates, legal representatives, and the owners/occupants of any property used for launching or retrieving the hot air balloon ("Released Parties") from all liability to PASSENGER, his/her spouse, legal representatives, heirs, and assigns for any and all loss or damage, and any claims or demises resulting there from, on account of any injury to PASSENGER'S person or property, even injury resulting in death of PASSENGER, whether caused by the active or passive negligence of Released Parties or otherwise while PASSENGER is participating in the hot air balloon activity including but not limited to inflation, launch, flight, landing and travel to and from the launch and landing sites.

PASSENGER realizes that hot air balloon flight may entail risks including but not limited to: loss or damage to personal property, arrest for trespassing or other violations, injury or fatality due to capsize of basket, collision with obstacles on the ground or in the air, accident or illness in remote areas without medical facilities, falling while getting in or out of the basket or falling while aboard the balloon, in the air or on the ground, fire, temperature extremes, inclement weather and illness from consumption of food or beverages.

PASSENGER hereby voluntarily assumes full responsibility for these and all other risks, and the risk of bodily injury, death, or property damage while in or upon the hot air balloon or any other property owned, operated or under the direction of Released Parties whether due to the active or passive negligence of Released Parties or otherwise.

PASSENGER agrees to indemnify, defend and hold harmless Released Parties from any and all actions, causes for actions, claims, judgments, loss, liability, damage or cost (including attorney's fees) it may incur due to the action or presence of PASSENGER in or upon the balloon or which result from PASSENGER'S participation in the hot air balloon activities, whether caused by the active or passive negligence of Released Parties or otherwise.

PASSENGER expressly agrees that this release, waiver and indemnity agreement is intended to be interpreted under the laws of the State of Kentucky, to be as broad and inclusive as permitted by the laws of the State of Kentucky, and that if any portion of this Release of Liability and Assumption of Risk Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing this agreement PASSENGER certifies that no physical or mental condition exists that would prevent PASSENGER from participating in a hot air balloon flight and related activities. PASSENGER does 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 space below, please print the following:

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

(Passenger / Guardian Signature)

(Date)

(Print Passenger Full Name)

(Passenger's Permanent Address)