

**Balloon Impressions LLC**  
**AGREEMENT AND RELEASE OF LIABILITY**

In consideration for being permitted to utilize the facilities and equipment of **BALLOON IMPRESSIONS LLC**, to engage in balloon 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 (hereby agree as follows:

1. I hereby **RELEASE AND DISCHARGE** (\_\_\_\_\_)initials, **BALLOON IMPRESSIONS LLC** pilots, ground handlers, and the owners of the balloon, equipment manufacturers, landowners and airport or other take-off or landing site utilized for balloon flight or activities (hereinafter collectively referred to as "Released Parties") from any and all liability, claims and demands or causes of action that may hereafter have for injuries and damages arising out of my participation in the Balloon Activities, including, but not limited to losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.** (\_\_\_\_\_)initials
  
2. I further agree that **I WILL NOT SUE OR MAKE A CLAIM** against the Released Parties for damages or other losses sustained as result of my participation in Balloon Activities. (\_\_\_\_\_)initials I also agree to **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from all claims, judgments and costs, including attorney's fees incurred in connection with any action brought as a result of my participation in my Balloon Activities.(\_\_\_\_\_)initials
  
3. I understand and acknowledge that Balloon Activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN BALLOON ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.**(\_\_\_\_\_)initials
  
4. I hereby expressly recognize that this agreement and release of liability is a contract pursuant to which I have released any and all claims against the Released Parties. I hereby confirm that I have been given an option to purchase a waiver of **RELEASE OF LIABILITY COVENANT NOT TO SUE AND ASSUMPTION OF RISK** provision contained in paragraphs 1,2, and 3 of the Agreement at an additional cost of Three Hundred Dollars (\$300.00) per ride. I have chosen to:

**CIRCLE AND INITIAL ONE**

**A. PURCHASE** (\_\_\_\_\_) **B. NOT PURCHASED** (\_\_\_\_\_)

This waiver. It is understood that the purchase of the waiver does not constitute a contract of Insurance but only a waiver of the contractual defenses that would otherwise be available to the Released Parties.

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

Date \_\_\_\_\_ Signature \_\_\_\_\_  
(Passenger)

Date \_\_\_\_\_ Signature \_\_\_\_\_  
(Witness)