ADULT RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT
High Plains Hot Air Balloon, LLC Operations

I, _____ _____ _____,
Print First Name **Print Middle Name** **Print Last Name**

hereby acknowledge that I have **voluntarily and knowingly** applied to participate in hot air ballooning recreational and or 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 further understand that hot air ballooning is a participatory activity.

I hereby **agree to, and expressly assume** the risks of injury or death while engaged in hot air ballooning recreational, commercial, and or sporting activities, whether during the preparation, take-off, flight, landing, pack-up or travel to or from the take-off or landing areas, including ground transportation.

I **recognize** that the pilot of the balloon is in full and complete charge and control of the hot air balloon operations and is solely responsible for all decisions made concerning all things or persons in or connected with the balloon on the ground or in the air.

I hereby irrevocably release High Plains Drifter Hot Air Balloons, LLC, their agents, employees, balloon crew, sponsors, agents, successors, heirs, assigns, affiliates and legal representatives ["Released Parties"] from all claims, rights, demands or actions for ordinary negligence which I or my successors, heirs or assigns may have against the Released Parties in connection with the ballooning activities. I agree not to make a claim against or sue the Released Parties for injuries, death or property damages relating to the ballooning activities and/or the use of the balloon equipment, even if any injury, death or damage is caused to me or my property is due to the ordinary negligence of the Released Parties or the dangerous condition of any property upon which the ballooning activities may take place.

I further understand and agree that this release extends to all claims for ordinary negligence, known, unknown, suspected or unsuspected, arising out of the ballooning activities.

I 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 event of litigation with respect to the ballooning activities or this agreement, the prevailing party shall be entitled to recover attorney fees and the costs of litigation. This release is active for all hot air balloon activities and equipment owned and flown by **High Plains Drifter Hot Air Balloons, LLC** until **December 31, 2017** that I am involved with.

I certify that I am eighteen (18) years of age or older and that **I have no medical or mental condition that prevents me from participating in all described ballooning activities.**

"I have carefully read this Release of Liability Agreement and I fully agree with understand it."

Your Initials:_____

_____ _____
Signature **Printed Name**

Date _____ EVENT: _____

Email:_____ Mobile Phone:_____