

EXPRESS ASSUMPTION OF RISK AGREEMENT AND MEDICAL STATEMENT

The Sky's The Limit Ballooning, Inc. has an excellent safety record and every reasonable effort is made to safeguard you and your belongings. However, in order to fairly and honestly inform you of the service we provide, you should know and appreciate that during the flight and associated travel, preparations, and recovery, certain risks and dangers exist which are inherent in all travel, including balloon flights.

By signing this waiver, you acknowledge that balloon flight is a potentially hazardous activity. Risks include, but are not limited to, loss of or damage to personal property, injury or fatality due to capsizing of basket or other vehicle, collision with obstacles on the ground or in the air, falling while aboard the balloon in the air or on the ground, fire or flame, temperature extremes or inclement weather, and failure to meet schedules or length of flight time due to weather, recovery problems, or any other reasons.

In consideration of, and as part payment for, the right to participate in such trips, flights or other activities arranged by The Sky's The Limit Ballooning and its agents and associates, you have and do assume all of the above, and any other risk, and will hold The Sky's The Limit Ballooning and its agents and associates harmless from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever including, but not limited to, claims arising from the negligence of The Sky's The Limit Ballooning and its agents and associates, which exist now or which may arise out of or in connection with your trip, flight and any other activities arranged for you by The Sky's The Limit Ballooning and its agents or associates. In addition, you agree to obey the instructions of the Pilot in Command during inflation, launch, flight, landing and recovery.

By signing this agreement, you certify you have no physical or mental defect or condition, which prevents you from safely participating in any balloon activities. The terms thereof shall serve as a release and express assumption of risk for you, your heirs, executors and administrators and all members of your family, including any minor accompanying you.

I have read, understood and agree to the terms of this transaction, assumption of risk agreement and medical statement, and hereby sign this legal contract of my own free will. By signing this agreement, I forever release and waive my rights to make a claim for injuries or damage against The Sky's The Limit Ballooning, Inc. and its agents or associates.

Each adult must sign and parent or guardian must sign for minors. **READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

NAME (PLEASE PRINT)

SIGNATURE

DATE
