RELEASE OF LIABILITY AND ASUMPTION OF RISK AGREEMENT

Notice: By signing this agreement, you are forever releasing and waiving your rights to make a claim for injuries or damages against Robert I. Ward, dba On Your Way Up Ballooning. **Read this document carefully before signing.**

1) I acknowledge that I have voluntarily applied to participate in Hot Air Balloon flights and associated activities to be conducted by: Robert I. Ward, dba On Your Way Up Ballooning.
2) I am aware that Hot Air Balloon flight is a potentially hazardous activity. Some of the risks include, but are not limited to, loss of or damage to personal property, arrest for trespassing or other violations of the law, injury or fatality due to capsize of 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 a balloon while in the air or on the ground, fire or flame and temperature extremes or inclement weather. I am voluntarily participating in these activities with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of injury or death and verify this statement by placing my initials here: _____ (passenger).
3) As a passenger, I agree to help make the flight safer by pointing out any potential hazards such as power lines or other Balloons in the immediate vicinity. I also agree to follow the pilot's instructions throughout the duration of the flight.
4) By signing this agreement, I certify that I have no physical or mental condition that prevents me from participating in any Balloon activities.
5) In consideration for being permitted by On Your Way Up Ballooning, herein referred to as O.Y.W.U.B., to participate in these activities and use of their facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make any claim against, sue, or attach the property of O.Y.W.U.B., its agents, employees, and contractors for any injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, or contractor of O.Y.W.U.B., as a result in my participation in Hot Air Balloon flights and associated activities. I hereby release O.Y.W.U.B., its agents, servants, and employees, from all actions, claims, demands, that I, my assignees, heirs, distributees, guardian, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in Hot Air Balloon flights and associated activities. Further, I agree to indemnify and hold harmless O.Y.W.U.B. and its agents, servants, and employees against any claim for injury or damages that I may sustain as a result of my participation in any of the activities of O.Y.W.U.B.
6) I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Robert I. Ward, dba On Your Way Up Ballooning, and sign it of my own free will.

Executed at: _____, Date: _____

X _____, _____
Passenger Signature — Pint Name Clearly

Phone Number: (___) ___-_____ (Parent/Guardian of Passenger) _____