

High Hopes Balloon Co.
AGREEMENT AND RELEASE OF LIABILITY

In consideration for being permitted to utilize the facilities and equipment of High Hopes Balloon Co./Greg Livadas, 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 (hereinafter collectively referred to as "Balloon Activities"), I (print name) _____, hereby agree as follows:

1. I hereby **RELEASE AND DISCHARGE** (_____) *initials* High Hopes Balloon Co. and Greg Livadas, their officers, directors, agents, employees, instructors, riggers, 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 I 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 resulting from my **BALLOON ACTIVITIES** including any claims caused by the negligence of the Released Parties. (_____) *initials*

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

Date _____ Signature _____
(Passenger)

Date _____ Signature _____
(Witness)