

**HOT AIR BALLOON AGREEMENT**  
**Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

**Timmy F. Hampton, T.F. Hampton Ventures, Inc., dba Real Adventure Hot Air Balloon Co.;** (hereinafter known as the "Parties")

**Please read the following carefully. Hot air ballooning is a dangerous activity. This agreement includes important information and releases. Please ask us if you have any questions about this Agreement.**

The undersigned, by signing this Agreement recognizes and acknowledges that hot air balloon activities are dangerous and involve certain risks. I understand that such risks include, but are not limited to: (a) loss of or damage to personal property; (b) bodily injury or fatality; (c) accident or illness in remote places without medical facilities; and (d) all risks explained to me in the pre-flight meeting. I understand that large open areas are needed for the take-off and landing of the balloon, and that such areas may be undeveloped, unimproved, and in an unsafe condition. As a voluntary participant, I, with full knowledge, understanding and consideration of the inherent risks involved, accept all risks associated with my participation in hot air ballooning, no matter how remote or unlikely. I understand that the pilot is not a medical professional and cannot assess my physical or emotional condition. I have consulted my personal physician or taken whatever steps I deem necessary to determine that I am in good health with no conditions that might limit my participation in ballooning activities. I understand that no medical benefits will be provided to me during these ballooning activities, and that I and/or my insurance shall be solely liable to pay for any medical expenses incurred on my behalf.

I certify that I am 18 years of age or older, or that I am the legal guardian and/or parent of the minor passenger using the services of the Parties with authority to sign this document on said minor's behalf. If I am signing for a minor passenger, all waivers, releases, assumptions of risk, terms of agreement, representations, acknowledgments, and certifications apply equally to such minor.

I certify that I have no physical or mental defect or medical defect or medical condition that prevents me from participating in any hot air balloon activities, including but not limited to pregnancy or heart, back, or altitude problems.

I agree to learn, prepare, understand, and obey the rules and regulations associated with hot air ballooning and I agree to follow all instructions of the pilot in connection with this activity. I understand that my failure to do so may jeopardize my safety and the safety of the pilot, other passengers, and other persons.

Being aware of the risks involved, I am voluntarily applying to participate in hot air balloon flights and associated activities operated by the Parties. I understand that the waivers, indemnifications, releases, and assumptions of risk herein contained are consideration and part payment for the right to participate.

**I expressly, willingly, and voluntarily assume full responsibility for all risks of any and every kind involved with or arising from my participation in hot air balloon activities with the Parties whether during flight preparation, take-off, flight, landing, travel to or from the take-off or landing areas, or otherwise.**

**In consideration for my participation in this activity, and with the intent to be legally bound I, hereby, for myself, all heirs, executors, administrators, and assigns do hereby forever release, waive, and relinquish all claims I may have as a direct or indirect result of my participation in this activity. Without limiting the generality of the foregoing, I hereby irrevocably release all of the Parties, their employees, agents, representatives, elected officials, contractors, subcontractors, successors, heirs, assigns, affiliates, volunteers and legal representatives from, and hold them harmless for, all claims, rights, demands or causes of action whether known or unknown, suspected or unsuspected, arising out of the ballooning activities, which I or my successors, heirs, or assigns may have against the Parties in connection with ballooning activities with the Parties, and I agree to make no claims against or sue any of the Parties for injuries, death, or property damage that is caused due to the ordinary negligence of the Parties or any dangerous conditions of any property upon which the ballooning activities may take place.**

I agree to hold harmless, defend, and indemnify the Parties (that is, defend and pay any judgment and costs, including investigation costs and attorneys' fees) from any and all claims rights, demands or causes of action whether known or unknown, suspected or unsuspected, arising out of the ballooning activities, which I or my successors, heirs, or assigns may have against the Parties in connection with ballooning activities, including those arising from the inherent risks of ballooning activities or the ordinary negligence of the Parties or any dangerous conditions of any property upon which the ballooning activities may take place.

I also agree to hold harmless, defend, and indemnify the Parties (that is, defend and pay any judgment and costs, including investigation costs and attorneys' fees) from any and all claims rights, demands or causes of action whether known or unknown, suspected or unsuspected, arising out of the ballooning activities, which any co-participants, rescuers, or others may have against the Parties in connection with ballooning activities, including those arising from the inherent risks of ballooning activities or the ordinary negligence of the Parties or any dangerous conditions of any property upon which the ballooning activities may take place.

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement is the full, final, and entire agreement between the undersigned and the Parties regarding the matters herein addressed.

I further agree that if any portion of this Hot Air Balloon Agreement (including Assumption of Risk, Waiver of Liability, Covenant not to Sue, and Indemnification Agreement) is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**BY SIGNING THIS YOU ARE GIVING UP LEGAL RIGHTS**

**THE UNDERSIGNED HAS CAREFULLY READ AND VOLUNTARILY SIGNS THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS/MEANING AND AGREES TO BE BOUND BY IT.**

PARTICIPANT NAME	SIGNATURE	DATE
_____	_____	_____

**IF CHILD UNDER 18 YEARS OF AGE:**

CHILD PARTICIPANT'S NAME	CHILD SIGNATURE	DATE
_____	_____	_____

PARENT/GUARDIAN #1 NAME	PARENT/GUARDIAN #1 SIGNATURE	DATE
_____	_____	_____

PARENT/GUARDIAN #2 NAME	PARENT/GUARDIAN #2 SIGNATURE	DATE
_____	_____	_____