

Assumption of Risk and indemnification Contract

I _____ acknowledge that my participation in a hot air balloon flight is a hazardous activity. I understand that it is impossible for Sunshine's Ride's pilot to guarantee my safety. I voluntarily participate in this flight with full knowledge of the risks involved and understand that those risk include personal injury, damage to property, or death. – **Initials** _____

In consideration for being permitted to participate in ballooning activities, I, for myself, my heirs and representation hereby accept all risks of injury or death and release, discharge and agree to indemnify Sunshine's Ride's, its owners, employees, representatives, successors, and assigns (hereinafter collectively referred to as "pilot"), from all liability for any damage, loss or injury to me or my property, or my death, while participating in ballooning activities, whether resulting from the negligence, either active or passive of pilot or from any other cause. – **Initials** _____

I agree never to institute any lawsuit or cause of action against pilot or to initiate or to assist in the prosecution of any claim form damages against pilot which I may have by reason of injury to my person or property, or my death arising from ballooning activities, whether resulting from the negligence, either active or passive, of pilot , or from any other cause. – **Initials** _____

I agree to indemnify pilot and to hold it harmless from any and all losses, claims, actions or proceedings of every kind and character, including attorneys' fees and expenses, which may be presented or initiated by any person or organization and which arise directly or indirectly from my participation in ballooning activities, including claims for injuries or damages resulting from the negligence, either active or passive, of pilot or from any other cause. – **Initials** _____

Pilot warrants that the equipment provided for ballooning activities has been previously used for ballooning activities. This warranty is the only warranty made and is made in lieu of any other warranties, expressed or implied, including, but not limited to, warranty of merchantability or fitness for a particular purpose. I understand and accept this limitation of warranty. – **Initials** _____

I have no physical or psychological problem that would prohibit me from participating in this balloon flight. – **Initials** _____

I have carefully read this document and fully understand its contents. I am aware that it is a release of liability and a contract between the pilot and crew and me and I sign it on my own free will.

SIGNED: _____ DATED: _____

If the passenger listed above is less than 18 years of age:

I, _____ parent or guardian of the minor passenger acknowledges the risk and responsibility described above, and I consent to minor's participation in such hot air balloon flight with pilot.

SIGNED: _____ DATED: _____