

**FAIR WINDS INCORPORATED  
RELEASE OF LIABILITY**

*The undersigned person wishes to participate in a hot air ballooning experience including assisting with preparing the balloon and related equipment for flight, riding as a passenger on the flight itself, dismantling the balloon and equipment, loading it in the "chase" vehicle and returning to the flight departure point (the "hot air balloon experience"). The Participant is, by signing this Release of Liability, agreeing to release the hot air balloon company, the balloon's pilot and their affiliates from liability for any injuries, which might be incurred while participating in the hot air balloon experience.*

**Parties**

*The owner of the Hot Air Balloon Company is Fair Winds Incorporated. The affiliates are all companies and persons associated with or assisting in providing the Hot Air Balloon Experience to the participant. The affiliates are including but not limited to Fair Winds Hot Air Balloon Flights, Aero-Cruise Balloon Adventures, Airmark Ballooning LLC, Bucket List Ballooning, Mile High Balloon Adventures, Jeff Meeker, Edward VandeHoef, Tony Cochran, Brendan Puckett, David Vines, Toby Brown and Jeremiah Luttrell, as well as their affiliates, successors in interest, subcontractors, employees and assigns. The Participant is the undersigned.*

**Assuming and Acknowledging Risks of Injury**

*The Participant understands and acknowledges that a hot air balloon experience is dangerous and that it involves risk of serious injury. The inherent dangers and risks of ballooning include handling propane tanks and heaters, handling the inflation fan, weather and wind conditions as they exist at the time of lift off or as they may change during flight, collisions with natural or manmade objects, including fences, towers, power lines and wires, signs, posts, rocks, ditches, embankments or other variations in terrain, and traveling over rough terrain, roads or highways in the chase vehicle. The Participant further understands and acknowledges that piloting a hot air balloon takes a high degree of training, skill and experience and that if possible, although highly unlikely, for the pilot, regardless of his training, skill and experience, to act negligently in a given set of circumstances. The Participant further understands and acknowledges that in participating in the hot air balloon experience, he or she is assuming risk of personal injury resulting from such experience.*

**Release, Waiver and Agreement Not to Sue**

*The Participant hereby waives and releases any claim that he or she might have against the owner, pilot or their affiliates, and their successors in interest, for any injuries incurred while participating in the hot air balloon experience for any reason, including those resulting from the negligence of the owner, pilot, or their affiliates, and the undersigned agrees not to sue the owner, pilot, their affiliates, or their successors in interest, on any claims whatsoever arising out of participating in the hot air balloon experience.*

**Representations**

*In signing this agreement, the Participant represents that he or she is at least eighteen years of age; that he or she is waiving and releasing legal rights which might otherwise exist for his or her benefit; that this release, waiver and agreement not to sue is binding on the Participant and his or her successors in interest; that this release of liability is for the benefit of the owner, pilot, their affiliates and their successors in interest; that the Participant has had an opportunity to ask any questions concerning this release and hot air balloon experience and risks in general; that part of the consideration for the Participant being accepted for participation in the hot air balloon experience is releasing the balloon owner, pilot and their affiliates from liability; and that the Participant has read and understands this document.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Participant: \_\_\_\_\_ (print) \_\_\_\_\_ (sign)