FAIR WINDS INCORPORATED
RELEASE OF LIABILITY

The undersigned person is the parent or legal guardian of_____(the "Participant") who 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 undersigned parent or legal guardian 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 undersigned 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 undersigned further understands and acknowledges that piloting a hot air balloon takes a high degree of training, skill and experience and that its possible, although highly unlikely, for the pilot, regardless of his training, skill and experience, to act negligently in a given set of circumstances. The undersigned further understands and acknowledges that he or she and the Participant are assuming the risk of any personal injury resulting from participating in the hot air balloon experience.

Release, Waiver and Agreement Not to Sue

The undersigned for himself or herself and on behalf of the Participant hereby waives and releases any claim that he or she or the Participant 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 for himself or herself and on behalf of the Participant 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 undersigned 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 or the benefit of the Participant; that this release, waiver and agreement not to sue is binding on the undersigned and the Participant and his or her successors in interest; that this release of liability is for the benefit of the owner, the pilot, their affiliates and their successors in interest; that the undersigned 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 undersigned has read and understands this document.

Dated this_____ day of_____, 20____.

Parent or Legal Guardian: _____ _____
(print) *(sign)*