

EXPRESS ASSUMPTION OF RISK AGREEMENT AND MEDICAL STATEMENT

Blue Sky Aerial Advertising, LLC. has an excellent safety record and every reasonable effort is made to safeguard you and your belongings. However, in order to fairly and honestly inform you of the service we provide, you should know and appreciate that during the flight and associated travel and recovery, certain risks and dangers exist which are inherent in all travel, including balloon flights. And I acknowledge that hot air ballooning is considered to be an extreme sport and I am participating of my own free will.

1. I am aware that ballooning is a potentially hazardous activity. Risks include, but are not limited to, loss of or damage to personal property, arrest for trespassing or other violations, injury or death due to capsizing of a basket or other vehicle, collision with obstacles on the ground or in the air, contact with powerlines, electrocution, immersion in water and hypothermia, falling while aboard the balloon in the air or on the ground, fire or flame, temperature extremes or inclement weather, accident or illness in remote places without medical facilities, and failure to meet schedules or length of flight time due to weather, recovery problems, or any other reasons.

INITIAL_____

2. In consideration of, and as part payment for, the right to participate in such trips, flights or other activities arranged by Blue Sky Aerial Advertising, LLC. and its agents, associates, sub-contractors and employees, I have and do assume all of the above, and any other risks, and will hold Blue Sky Aerial Advertising, LLC. and its agents, associates, sub-contractors and employees harmless from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever including, but not limited to, claims arising from the negligence of Blue Sky Aerial Advertising, LLC., its agents or employees, owners of the land used for launch and landing, which exist now or which may arise out of or in connection with my trip, flight and any other activities arranged for me by Blue Sky Aerial Advertising, LLC. and its agents, associates, sub-contractors or employees, whether such activities were paid for or not. In addition, I agree to obey the instructions of the Pilot in Command during preparation, inflation, launch, flight, landing, recovery, and associated travel.

INITIAL_____

3. For the landing, I agree to the following landing procedure, and to obey the Pilot in Command. During landing, I will stand in the rear of the basket facing the direction of flight, with feet and knees together, knees slightly bent, holding very tightly to the sides of the basket or designated handles. I will not exit the basket until instructed to do so by the Pilot in Command. In the unlikely event of an extreme wind landing, I will wear a helmet with the chin strap tightened if directed to do so.

INITIAL_____

4. By signing this agreement, I certify I have no physical or mental defect or condition that prevents me from safely participating in any balloon activities, and that I have medical insurance. The terms hereof shall serve as a release and express assumption of risk for me, my heirs, executors and administrators and all members of my family, including any minors accompanying me.

INITIAL_____

5. I have read, understood, and agree to the terms of this transaction, assumption of risk agreement and medical statement, and hereby sign this legal contract of my own free will.

INITIAL_____

6. By signing this agreement, I forever release and waive my rights to make any claim for injuries or damage against Blue Sky Aerial Advertising, LLC., its agents, associates, sub-contractors, employees, and owners of the land used for launch and landing.

Each adult must sign and parent or guardian must sign for minors. READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

NAME PRINTED OR TYPED

SIGNATURE

DATE
