

**BIG SKY BALLOON CO. PASSENGER AGREEMENT
RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

I am aware and understand that the hot air balloon activity I am participating in, under the arrangements of Big Sky Balloon Co. involves an element of risk. By signing this RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I acknowledge that a balloon flight is a physical activity, which combined with the forces of nature, acts of commission, or omission, by participants or others could lead to potential hazards. These risks could include, but are not limited to bodily injury or death; loss or damage to personal property; injury due to forces of nature such as hazardous wind or severe weather conditions; or other accidents or illnesses.

I understand that there are certain risks associated with take-off and landing of the balloon. It is not unusual for the balloon basket to tip on its side subjecting the passengers to physical contact with each other and the sides of the basket. The degree of force will vary depending on wind speed and rate of descent of the balloon, neither of which can be fully determined in advance of the flight or controlled by the pilot. I understand that walking to and from the balloon basket may take place in undeveloped or unimproved areas in an unsafe condition. There will be irregularities in terrain or man-made obstacles, such as fences, that may cause me injury if I do not take reasonable care to avoid them.

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 physical or psychological problems or illness that might limit my participation. I agree that I and my family have the physical strength and presence of mind to handle the physical exertion, hazards of landing, adverse weather conditions, and all other conditions associated with the ballooning activities for which we have contracted. I understand that in the event of an injury or accident my insurance company or I shall be solely liable to pay for medical expenses incurred on my behalf during these activities.

I am voluntarily submitting to participate in a hot air balloon flight and associated activities operated by Big Sky Balloon Co, and are fully aware of the risks involved. I understand that the releases, assumptions of risk, waivers, indemnifications contained in this agreement are in consideration of my right to participate in these ballooning activities. In consideration for the consent and right to participate in this flight provided to me by Big Sky Balloon Co., its agents, employees, contractors, associates, heirs, successors or assigns, I EXPRESSLY, WILLINGLY, AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL RISKS associated with this activity, including but not limited to property damage; death or bodily injury arising out of my participation, use, ride of the balloon; flight preparation; take-off and landing, travel to and from the balloon; and all other associated activities.

I IRREVOCABLY RELEASE AND FOREVER DISCHARGE Big Sky Balloon Co, its agents, employees, associates, contractors, heirs, successors or assigns, from any and all claims, actions, causes of action or liability for property damage, bodily injury, death or any other type of damage or injury of any nature whatsoever arising out of the participation in above described ballooning activities. By signing this agreement, I expressly agree to make no claims against Big Sky Balloon Co, its agents, employees, associates, contractors, heirs, successors or assigns.

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND BY SIGNING BELOW I AGREE TO BE BOUND BY ITS TERMS.

Dated this _____ day of _____, 20_____

SIGNATURE

PRINT NAME

(Parent or Guardian Signature if under 18)

(Parent or Guardian)