

**RELEASE OF LIABILITY: READ CAREFULLY BEFORE SIGNING**

Passengers under 18 years of age must have parent or guardian sign for them.

I HEREBY ACKNOWLEDGE I AM VOLUNTARILY USING  
THE SERVICES OF MORNING GLORY BALLOON TOURS, L.L.C.

1. I AM AWARE THAT HOT AIR BALLOONING CARRIES A RISK OF PERSONAL INJURY AND CAN BE DANGEROUS. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF SERIOUS INJURY AND DEATH THAT MAY RESULT FROM MY PARTICIPATION IN HOT AIR BALLOONING.

2. In exchange for being permitted by Morning Glory Balloon Tours, L.L.C., to engage in hot air ballooning, I hereby RELEASE and DISCHARGE Morning Glory Balloon Tours, L.L.C., and their employees, members, agents and legal representatives (“the Released Parties”) from liability for personal injuries, property damages, death and failure to meet schedules arising out of my participation in hot air ballooning, including any losses CAUSED BY THE STRICT NEGLIGENCE OR STRICT LIABILITY of the Released Parties.

3. I certify that I have no physical or mental disability or defect, which would prevent me from safely participating in hot air ballooning.

4. I also agree that NEITHER I NOR MY PERSONAL REPRESENTATIVE WILL SUE OR MAKE CLAIM AGAINST THE RELEASED PARTIES for injuries, damages or death sustained as a result of my participation in hot air ballooning, and I will indemnify and hold harmless the Released Parties from all claims, judgments, and costs, including attorney’s fees, incurred in connection with any action that might be brought as a result of my participation in hot air ballooning, whether by me, my guardian, or my estate.

5. I understand this release applies to each and every use I may make of the services of Morning Glory Balloon Tours, L.L.C. and that this Release shall also prevent my spouse, heirs and assigns from pursuing any legal action or claim.

6. This Release sets forth all agreements, representations and understandings between the Released Parties and me concerning liability for injuries and damages. No change, alteration, deletion or addition to this Release shall be binding upon the Released Parties and me unless it is in writing, signed by the Released Parties and me, and attached to this Release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND IT’S CONTENTS.  
I SIGN IT OF MY OWN FREE WILL.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print your  
name \_\_\_\_\_

Address \_\_\_\_\_

