

Adult Release of Liability and Assumption of Risk Agreement

Mid-Ohio Balloon Adventures, LLC and Gary L. Tyo have 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, preparations, and recovery, certain risks and dangers exist which are inherent in all travel, including balloon flights.

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 capsize of a basket or other vehicle, collision with obstacles on the ground or in the air, contact with power lines, 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, as either a passenger or crew member, arranged by Mid-Ohio Balloon Adventures, LLC, Gary L. Tyo and his agents, associates, sub-contractors and employees, I have and do **assume all of the above, and any other risk**, and will **hold** Mid-Ohio Balloon Adventures, LLC, Gary L. Tyo and his 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 Mid-Ohio Balloon Adventures, LLC, Gary L. Tyo, his 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 Mid-Ohio Balloon Adventures, LLC, Gary L. Tyo and his 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 the upright burner supports. I will not exit the basket until instructed to do so by the Pilot in Command.

INITIAL _____

4. By signing this agreement, I forever release and waive my rights to make a claim for injuries or damage against Mid-Ohio Balloon Adventures, LLC, Gary L. Tyo, his agents, associates, sub-contractors, employees, and owners of the land used for launch and landing.

INITIAL _____

5. I certify that I am eighteen (18) years of age or older and that I have no medical or mental condition that prevents me from participating in ballooning activities.

INITIAL _____

I have carefully read, understand, and agree with this Release of Liability and Assumption of Risk Agreement and I fully understand it.

Name Printed or Typed

Signature

Date