Minor Release of Liability & Assumption of Risk Agreement

I, _____, the parent or Legal Guardian of _____
Print First Name – Middle – Last Name — Print Full Name of Child

hereby acknowledge that I have VOLUNTARILY agreed to allow said child to participate in hot air ballooning activities.

Initial _____

1. I understand and I am aware that hot air ballooning is a hazardous activity. I understand that hot air ballooning and the use of ballooning equipment involves a risk of injury or death and that there is a possibility that the child could be injured or killed while participating in this activity. I also understand that the property upon which the take-off or landing of the balloon is to occur may not be in a safe condition.

   Initial _____

2. I hereby agree to, and expressly assume the risks of injury or death while the child is hot air ballooning, whether during the preparation, take-off, flight, landing, pack-up or travel to or from the take-off or landing areas, including ground transportation.

   Initial _____

3. I recognize that the pilot of the balloon is in full and complete charge and control of the balloon and is solely responsible for all decisions made concerning all things or persons in or connected with the balloon on the ground or in the air.

   Initial _____

4. I hereby irrevocably release Mid-Ohio Balloon Adventures, LLC, Gary L. Tyo, his employees, balloon crew, sponsors, agents, successors, heirs, assigns, affiliates and legal representatives ["Released Parties"] from all claims, rights, demands or actions for ordinary negligence which I, or the child, or our successors, heirs or assigns may have against the Released Parties in connection with the ballooning activities. I agree not to make a claim against or sue the Released Parties for injuries, death or property damages relating to the ballooning activities and/or the use of the balloon equipment, even if any injury, death or damage caused to the child or property is due to the ordinary negligence of the Released Parties or the dangerous condition of any property upon which the ballooning activities may take place.

   Initial _____

5. I further understand and agree that this release extends to all claims for ordinary negligence of every nature and kind whatsoever, known, unknown, suspected or unsuspected, arising out of the ballooning activities and I hereby expressly waive all rights.

   Initial _____

6. I hereby agree to and accept the terms and conditions of this Release of Liability and Assumption of Risk Agreement. This Release of Liability and Assumption of Risk Agreement constitutes the final and entire agreement between the Released Parties and the undersigned concerning this subject matter.

   Initial _____

7. In the event of litigation with respect to the ballooning activities or this agreement, the prevailing party shall be entitled to recover attorney fees and the costs of litigation.

   Initial _____

8. I certify that I am eighteen (18) years of age or older and that said child has no medical or mental condition that prevents the child from participating in the ballooning activities.

   Initial _____

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

_____	_____	_____
Parent or Guardian's Name Printed	Parent of Guardian's Signature	Date