

**Assumption of Risk and Release of Liability
Agreement with Walter W. Beveridge
and FLOAT ON AIR BALLOON COMPANY, INC.**

BALLOON ACTIVITIES This agreement applies to all activities involved in hot-air ballooning (hereinafter, collectively, "the Activities"), including but not limited to balloon: setup, inflation, launch, flight; landing, retrieval, and pack up, and travel to and from the launch and landing sites.

RISKS 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.

Risks associated with the Activities, (hereinafter, collectively, "the Risks"), include but are not limited to: loss of or damage to personal property; arrest for trespassing or other violations of the law; illness, bodily injury or death. These may be due to a variety of causes including but not limited to: collision with obstacles on the ground, in the air, or in the water; immersion in water; falling; equipment failure, malfunction or misuse; fire; or inclement weather.

RELEASED PARTIES This agreement is made with Walter W. Beveridge and FLOAT ON AIR BALLOON COMPANY, INC., and all other persons or entities associated with the Activities (hereinafter, collectively, "the Released Parties").

ASSUMPTION OF RISK I certify that: I am 18 years of age or older, I have received a safety briefing from the pilot, crew chief, or a designated representative; I have verified with my physician that I have no physical or mental defect/condition which prevents me from participating in the Activities; and that such participation is completely voluntary on my part. I understand that hot air balloon flights are a potentially hazardous activity and that serious accidents occasionally occur during the Activities, due to both known and unanticipated risks. In consideration for being allowed to participate and/or have a minor child participate in the activities conducted by Walter W. Beveridge and FLOAT ON AIR BALLOON COMPANY, INC., I knowingly assume all of the Risks to myself, to any participating minor child of mine or under my supervision, to others, and to my property, which arise from my participation or my minor child's participation in the activities. I also confirm that I am the legal guardian and/or parent of the minor passenger using the services of the Released Party with authority to sign this document on said minor's behalf. If I am signing for a minor passenger, all waivers, releases, assumptions of risk, terms of agreement, representations, acknowledgments, and certifications apply equally to such minor.

RELEASE OF LIABILITY I have carefully read and understand this entire document. Being aware of the Risks, I acknowledge and agree that by signing it I, on behalf of: myself; my spouse; my heirs; any minor children of mine; and my estate, representatives, executors, administrators, and assigns (hereinafter, collectively, "the Releasing Parties"), hereby and forever voluntarily release and discharge the Released Parties from all liability, claims, demands, actions or causes of action for the Risks, which are related to, arise out of, or are in any way connected with participation in the Activities, including but not limited to those arising from negligent or careless acts of omission or breach of contract by the Released Parties or defects in the equipment used. Further, I hereby release and forever discharge the Released Party from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered, or lack thereof, in connection with the Activities

PERMISSION

By initialing here, I grant permission to Walter W. Beveridge and FLOAT ON AIR BALLOON COMPANY, INC., to use any photography including pictures, videos, DVD's, or other media that have been taken in conjunction with this flight, for any promotional, advertising, or display purposes, without any compensation expressed or implied.

MISCELLANEOUS

I agree to comply with all rules, instructions, and directions of the pilot, crew chief, their crew and the Released Party while participating in the Activities. I understand that my failure to do so may jeopardize my safety and the safety of the pilot, crew chief, their crew and the Released Parties other passengers, and other persons.

I acknowledge that I have my own insurance coverage that will provide full coverage for all of the Risks, including, but not limited to medical, liability and health insurance coverage.

I understand that the pilot, crew chief, their crew and the Released Parties are not qualified to 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 conditions that might limit my participation in the Activities, including but not limited to, pregnancy or heart, back, or altitude problems.

I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury or illness.

Being aware of the risks involved, I am voluntarily applying to participate in hot air balloon flights and associated activities operated by the Release Parties. I understand that the waivers, indemnifications, releases, and assumptions of risk herein contained are consideration and part payment for the right to participate.

This release is intended to be as broad and inclusive as is permitted by New York State law, and if any portion thereof is held invalid, I agree that the balance shall continue in full force and effect. If any of the Released Parties is required to incur attorney's fees and costs to enforce this agreement against me, I agree to indemnify, defend, and hold them harmless from all such fees and costs.

This Agreement shall be construed in accordance with the laws of the State of New York, and I agree to submit to the jurisdiction of the courts of the State of New York

Name of Adult Participant, Parent, or Legal Guardian (Print)

Signature

Place of Signing

Date

Name of Minor Child Participant (Print)

Birth Date of Minor Child Participant