

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Notice: By signing this agreement, you are forever releasing and waiving your rights to make a claim for injuries or damages against Vista Adventures, LLC doing business as Vista Balloon Adventures (collectively, "Vista").

Please read this document carefully before signing

- 1) I acknowledge that I have voluntarily applied to participate in Hot Air Balloon flights and associated activities to be conducted by Vista.
- 2) I am aware that Hot Air Balloon flight is a potentially hazardous activity. Some of the risks include, but are not limited to, loss of or damage to personal property, serious bodily injury or fatality due to capsizing of basket, collision with obstacles on the ground or in the air, accident or illness in remote places without medical facilities, immersion in water, and hypothermia, falling from a balloon while in the air or on the ground, fire or flame and temperature extremes or inclement weather. I am voluntarily participating in these activities with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of injury or death.
- 3) As a passenger, I agree to help make the flight safer by pointing out any potential hazards such as power lines or other balloons in the immediate vicinity. I also agree to follow the pilots instructions throughout the duration of the flight.
- 4) By signing this agreement, I certify that I have no physical or mental condition that prevents me from participating in any Hot Air Balloon flights and associated activities.
- 5) In consideration for being permitted by Vista to participate in these activities and enjoy the use of their facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make any claim against, sue, or attach the property of Vista, its agents, employees, and contractors for any injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent or contractor of Vista, as a result of my participation in Hot Air Balloon flights and associated activities. I hereby release Vista, its agents, servants, and employees, from all actions, claims, demands, that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in Hot Air Balloon flights and associated activities. Further, I agree to indemnify and hold harmless Vista and its agents, servants, contractors, and employees against any claim for injury or damages that I may sustain as a result of my participation in any of the activities of Vista.
- 6) I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Vista, and sign it of my own free will.

Executed at: _____

Date: _____

X _____
Passenger Signature

Printed Name

If under 18 only:

X _____
Parent/Guardian Signature

Printed Name of Parent/Guardian

Printed Name of Minor