

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

By signing this agreement, I forever release and waive my rights to make a claim for injuries or damages against Pacific Rim Adventures, Inc. d.b.a., Sky's The Limit Ballooning Adventures, Pilot Services, its officers, agents, employees, or sub-contractors, sponsors, booking agents or owners of property used for take-off or landing, and all of their respective insurers, all of whom are hereafter called "Operator."

- 1) I acknowledge that I have VOLUNTARILY applied to participate in hot air balloon flights and associated activities.
- 2) I certify that I am 18 years of age or older.
- 3) I am aware that hot air ballooning is a potentially hazardous activity with risks including, but not limited to loss of or damage to personal property, arrest for trespassing or other violations of the law, injury or fatality due to capsizing of a basket, collision with obstacles on the ground or in the air, accident or illness in remote place without medical facilities, falling getting in or out of the balloon basket, falling while on board the balloon, in the air or on the ground or over water, fire, temperature extremes and inclement weather.
- 4) I assume full responsibility for these and all other risks, and the risk of bodily injury, death or property damage while hot air ballooning, whether during preparation, take-off, flight, landing or travel to or from the take-off or landing areas, whether due to the active or passive negligence of Operator or otherwise.
- 5) 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 pilot's instructions throughout the balloon activities. Additionally, pilot reserves the right to refuse flying anyone who appears highly intoxicated or acts as a danger to themselves or others. No refunds will be issued.
- 6) I have had the opportunity and have accepted responsibility to verify with my physician and I hereby certify that I am fit to participate in your flight and have no physical or mental illness, defect, disability or condition, medical or otherwise, that prevents me from participating in any balloon flight related activities, including, but not limited to pregnancy, osteoporosis, chronic ailment, or injury of any type that could be affected by a ride in a hot air balloon or that would pose a threat to the health and safety to myself and any occupants on board.
- 7) I will wear appropriate clothing as outlined in your booking confirmation.
- 8) In consideration for being permitted by Operator to participate in hot air ballooning activities and use their facilities and equipment, for any injury or damage resulting from active or passive negligence or other acts or omissions, however caused, by Operator as a result of my participation in Operator's hot air ballooning activities, I hereby:
  - agree that I and my assignees, heirs, distributes, guardians, and legal representatives will not make any claim against, sue, or attach the property of Operator;
  - release Operator from all actions, claims, demands, that I, my assignees, heirs, distributes, guardian, and legal representatives have now or hereafter;
  - agree to indemnify and hold harmless Operator against any claim for injury or damages that I may sustain.
- 9) I understand and agree that the foregoing release extends to all claims of every nature and kind whatsoever, known, unknown, suspected or unsuspected, arising out of Operator's hot air ballooning activities.
- 10) California Civil Code Section 1542 provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Notwithstanding Section 1542, I hereby expressly waive all rights and protections regarding such claims.
- 11) 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 Pacific Rim Adventures, Inc. d.b.a., Sky's The Limit Ballooning Adventures, and myself, and sign it of my own free will.
- 12) If the Passenger is a minor, I certify that I am the minor's legal guardian or parent and agree to all the terms and conditions of this Release of Liability and Assumption of Risk Agreement on behalf of my ward or child.

Agreed at Del Mar, San Diego County, California on \_\_\_\_\_ .

Passenger Print Name	Print Parent or Guardian Name	X	Passenger Signature
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Passenger Print Name	Print Parent or Guardian Name	X	Passenger Signature
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The above named Passenger or Parent or Guardian signed this Release of Liability and Assumption of Risk Agreement in my presence and I believe that he or she did so voluntarily and without duress, fraud or undue influence.

