

PLEASE READ BEFORE YOU PRINT THIS EXAMPLE!!!

For out-of-state Release of Liability Agreements, one must first determine which State has the more favorable laws.

If I were to fly passengers “not-for-hire” in Louisiana or Montana or New York or Virginia or Hawaii, I would use a Release of Liability Agreement with a “Choice of California Law” clause, because the Courts of Louisiana, Montana, New York, Virginia and Hawaii do NOT enforce Release Agreements.

There are numerous differences in the State Laws for the validity of Release of Liability Agreements.

I contend that even in State Courts that do not enforce Releases, a Release might discourage a Claim.

State Laws Vary! Laws are Dynamic! Consult a Lawyer: Legal Advice for a Ride!

There was a Significant Decision on July 16, 2007 by the CALIFORNIA SUPREME COURT!

What happens in California Does Not Stay in California!

Any Release Agreement drafted before that should be reviewed and probably rewritten!

Gary Eaton
Attorney/Balloonist
Placentia, CA
714-528-6750

ADULT RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

I, _____,

Print First Name

Print Middle Name

Print Last Name

hereby acknowledge that I have VOLUNTARILY applied to participate in hot air ballooning recreational / sporting activities. 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 I 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.

I hereby agree to, and expressly assume the risks of injury or death while engaged in hot air ballooning recreational / sporting activities, whether during the preparation, take-off, flight, landing, pack-up or travel to or from the take-off or landing areas, including ground transportation.

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.

I hereby irrevocably release _____, 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 my 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 is caused to me or my 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.

I further understand and agree that this release extends to all claims for ordinary negligence, known, unknown, suspected or unsuspected, arising out of the ballooning activities.

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.

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.

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 the ballooning activities.

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 the ballooning activities.

[In the space below, please print the following:]
"I have carefully read this Release of Liability Agreement and I fully understand it."

Signature

Print Full Name

Your Initials: _____

Date

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.

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.

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

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.

I hereby irrevocably release _____, 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 is 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.

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.

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.

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.

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.

[In the space below, please print the following:]

“I have carefully read this Release and I
fully understand it.”

Your Initials:_____

Date:_____

Signature of Parent or Legal Guardian

Print Full Name

gbe: 5-08-2007