

Thompson Aire Inc.

Agreement and Release of Liability

In consideration for being permitted to utilize the facilities and equipment of Thompson Aire Inc. to engage in balloon activities, including, but not limited to ingress, egress of the balloon, take off, flight, landing, related operations of balloon flight, the ground instruction and ground handling related activities (hereinafter collectively referred to as "Balloon Activities"),



I (we) _____, hereby agree as follows;

(Please print the names of participating adults.)

1. I hereby **RELEASE AND DISCHARGE** Thompson Aire Inc., their officers, directors, agents, employees, instructors, pilots, ground handlers, and the owners of the balloon, equipment manufacturers, landowners and airport or other take-off or landing site utilized for balloon flight or activities (hereinafter collectively referred to as "Released Parties") from any and all liability, claims and demands or causes of action that may hereafter have for injuries and damages arising out of my participation in the balloon activities, including, but not limited to losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.**
2. I further agree that **I WILL NOT SUE OR MAKE A CLAIM** against the Released Parties for damages or other losses sustained as a result of my participation in Balloon Activities. I also agree to **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from all claims, judgments and costs, including attorney's fees incurred in the connection with any action brought as a result of my participation in my Balloon Activities.
3. I understand and acknowledge that Balloon Activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATION IN THE BALLOON ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.**
4. I have been advised and recognize that my Balloon Activities are not covered by any personal accident or general liability insurance policy issued to the Released Parties.
5. I hereby expressly recognize that this agreement and release of liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my **BALLOON ACTIVITIES** including any claims caused by the negligence of the Released Parties
6. **Title 47 Part 22.925 (Oct 1, 2006 revision)**, states "Cellular telephones installed in or carried aboard airplanes, **balloons** or any other type of aircraft must not be operated while such aircraft are airborne (not touching the ground). When an aircraft leaves the ground, all cellular telephones on board that aircraft must be turned off." ^[19] **Please, turn them off and enjoy the flight.**

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY, AND I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

Date _____ Print Name _____ Signature _____

Date _____ Print Name _____ Signature _____

Please list all Minor's _____

Please print minor children's names.

Contact Email _____ (only one needed.)

How did you hear about Thompson Aire? (Circle one below)

In Room Directory. Coupon book. Referred by a friend. Internet website. Info in your Villa. Info Desk. Magazine. Internet Travel Site. Brochure. Poster. Saw Truck. Hotel guest service. Disney Message Board. OTHER _____