



**ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT
AND COVENANT NOT TO SUE**

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY COLOR THE SKIES, INC., A CALIFORNIA NON-PROFIT CORPORATION, AND ITS RESPECTIVE AGENTS, EMPLOYEES, OTHER VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

In consideration of participating as a volunteer, participant or otherwise in the Color the Skies Hot Air Balloon Festival in Ripon, California on September 2nd, 3rd & 4th, 2011 ("Event"), an event organized or sanctioned by the Releasees, I hereby freely agree to and make the following contractual representations and agreements. I FULLY REALIZE THE DANGERS OF PARTICIPATING, VOLUNTEERING OR OTHERWISE BEING INVOLVED IN SUCH AN EVENT, and FULLY assume the risks associated with such participation including, by way of example, and without limitation: use of equipment provided by the Event organizer and others, THE RELEASEES' OWN NEGLIGENCE, the negligence of others; and the possibility of serious physical and / or mental trauma or injury, or death associated with the Event. For myself, my heirs, executors, administrators, legal representative, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees through or by which the Event will be held, FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING WITHOUT LIMITATION CLAIMS ARISING FROM THE RELEASEE'S OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Event, or travel to or return from the Event. I agree it is my sole responsibility to be familiar with the Event, and the Releasees' rules, if any. I understand and agree that situations may arise during the Event, which may be beyond the control of Releasees, and I must act so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of any equipment or material provided for my use, and my conduct in connection with the Event. I have no physical or medical condition which would endanger myself or others if I participate, volunteer or otherwise become involved in the Event, or would interfere with my ability to safely participate, volunteer or otherwise become involved in the Event.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for all expenses (including without limitation legal fees incurred by Releasees in defending the claims). This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any other waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

This agreement, once signed shall remain in force for the Event and all similar events sponsored or promoted by the Releasees in which I participate.

Signature of Applicant: _____ Date: _____ Age: _____

Name of Applicant _____ Please Print Guardian's _____ Signature _____ If under 18 years old