



FlyBalloons LLC, Flyballoons.net & Balloon Depot Charters
RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF PERSONAL RESPONSIBILITY

I, _____ (please print your name) understand that my participation in a hot air balloon flight is a potentially hazardous activity. I further understand during my participation in a hot air balloon flight, I will be exposed to above normal risks of injury, that I share the responsibility for safety in flight and accept that responsibility, and that although the pilot precautions to provide equipment and safety preparations for each flight, it is impossible for the pilot to guarantee absolute safety. Therefore I release **FlyBalloons LLC, Flyballoons.net & Balloon Depot Charters**, including pilots Ted Gauthier, Dawn McKenzie, Joey Gauthier, Marty Gauthier, Shawn Raya, DJ Wertman, Steve Miller, Gary Cooper, and their insurance companies, officers, volunteers, crew, employees and agents from any and all liability responsibility or damages for any injury or loss or damage to myself or my property including court costs and reasonable attorney fees as to any cause of action available to me arising out of or in connection with my participation in a hot air balloon ride.

I have accepted responsibility to verify with my physician that I have no physical or psychological problems that would pose a threat to the health and safety to myself and all occupants on board and I agree to comply with the instructions and directions of my pilot during the flight and with all rules relating to participation in the hot air balloon flight. I have received, read and understand the Ballooning Procedures and Facts, which appear on the back of this form, prior to my flight.

ALL PASSENGERS MUST:

1. Climb in and out of the balloon basket under his/her own power (there is not a door) and be able to stand throughout the duration of the flight.
2. Be able to communicate with and receive instructions from the pilot
3. Be able to hold onto the basket and bend knees to absorb any impact on landing
4. Be able to withstand the basket tipping over and dragging along the ground and the likelihood of other passengers bumping into or landing on top of them during landing
5. Be able to walk back to the chase vehicle under his/her own power after landing
6. Be in good physical condition (i.e. no recent surgeries - not pregnant - no known communicable diseases - no skeletal injuries or fractures - no physical impairments of any kind which would place him/herself and the other occupants of the balloon in danger of injury). We recommend that any passenger with a history of hip, knee, ankle or back problems be cautious and consult a doctor prior to booking the flight. The Balloon Depot and its pilots reserve the right to decline to accept any passengers should such persons health, age, physical condition or general department impede the operation and safety of those participating in the flight. Your safety is our primary concern.

Rules to Observe During Inflation of the Balloon:

1. Make yourself familiar with the danger zones around the balloon, inflator fan, burner/basket area
2. Do not leave the vicinity of the balloon once the inflation has started
3. Stand clear of all ropes and lines
4. While the inflator fan is running, stand back at least 20 feet from the basket and balloon
5. Do not stand or walk on any part of the balloon

Rules to Observe at All Times While in the Basket:

1. Do not touch the red vent line leading to the top of the balloon
2. Do not sit on the edge of the basket
3. Do not touch any of the instruments or tank valves

Landing Procedure to Be Followed:

1. Feet and shoulders need to face in the direction that the balloon is traveling
2. Hold firmly onto something sturdy to balance yourself. Your pilot can show you good places to hold.
3. Bend your knees slightly prior to landing to absorb any shock when the balloon touches down
4. Do not exit the basket until told to do so by the pilot. Once you are told to exit the basket, make sure to continue to hold your weight down on the basket. When a passenger exits the basket, the balloon is that much lighter and could take off again unless there continues to be weight held on the basket.

I further understand and agree that this release is to be binding upon my heirs and assigns. Finally, I hereby agree that I am voluntarily participating in this hot air balloon flight.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 2020.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19
ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of FlyBalloons.net and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS

FlyBalloons.net, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Names of participant: _____

Participant signatures: _____

Date signed: _____