

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

I, _____, _____, _____
(PRINT FIRST NAME) (PRINT MIDDLE NAME) (PRINT LAST NAME)

(“PASSENGER”) 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 inherently dangerous and 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.

In consideration of being permitted to take a hot air balloon flight conducted by Lighter Than Air Balloon Adventures LLC. and for other good and valuable consideration, the receipt and sufficiency of which the PASSENGER, the PASSENGER’S heirs and assigns, hereby forever releases, waives, and discharges Lighter Than Air Balloon Adventures LLC., and/or Billy Green, his/their/its officers, employees, subcontractors, assignees, volunteer crew members, directors, shareholders, sponsors, agents, successors, heirs, affiliates, legal representatives, and the owners/occupants of any property used for launching or retrieving the hot air balloon (“Released Parties”) from all liability to PASSENGER, his/her spouse, legal representatives, heirs, and assigns for any and all loss or damage, and any claims or demises resulting there from, on account of any injury to PASSENGER’S person or property, even injury resulting in death of PASSENGER, whether caused by the active or passive negligence of Released Parties or otherwise while PASSENGER is participating in the hot air balloon activity including but not limited to inflation, launch, flight, landing and travel to and from the launch and landing sites.

PASSENGER realizes that hot air balloon flight may entail risks including but not limited to: loss or damage to personal property, arrest for trespassing or other violations, injury or fatality due to capsizing of basket, collision with obstacles on the ground or in the air, accident or illness in remote areas without medical facilities, falling while getting in or out of the basket or falling while aboard the balloon, in the air or on the ground, fire, temperature extremes, inclement weather and illness from consumption of food or beverages.

PASSENGER hereby voluntarily assumes full responsibility for these and all other risks, and the risk of bodily injury, death, or property damage while in or upon the hot air balloon or any other property owned, operated or under the direction of Released Parties whether due to the active or passive negligence of Released Parties or otherwise.

PASSENGER agrees to indemnify, defend and hold harmless Released Parties from any and all actions, causes for actions, claims, judgments, loss, liability, damage or cost (including attorney’s fees) it may incur due to the action or presence of PASSENGER in or upon the balloon or which result from PASSENGER’S participation in the hot air balloon activities, whether caused by the active or passive negligence of Released Parties or otherwise.

PASSENGER expressly agrees that this release, waiver and indemnity agreement is intended to be interpreted under the laws of the State of Kentucky, to be as broad and inclusive as permitted by the laws of the State of Kentucky, and that if any portion of this Release of Liability and Assumption of Risk Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing this agreement PASSENGER certifies that no physical or mental condition exists that would prevent PASSENGER from participating in a hot air balloon flight and related activities. PASSENGER does 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.

Unless otherwise, requested by you, the passenger, operator may use pictures and or videos with you on the balloon ride having a great time for advertising and promotional purposes. We will not use your name without additional permission.

In the space below, please print the following:

“I have carefully read this Release of Liability and Assumption of Risk Agreement and I fully understand it.”

(Passenger/GuardianSignature)

(Date)

(Print Passenger Full Name)

(Passenger’s Permanent Address)

HOT AIR BALLOONING PASSENGER BRIEFING

- DO NOT SMOKE in or near the aircraft. ***Propane is explosive!***
- Stay clear of the inflation fan.
- Do not enter the basket until the pilot or crew invites you to do so.
- Enter the basket carefully. You may use the uprights to help yourself in.
- Do not touch the propane fuel hoses, propane valves, or the propane burners.
- On launch and landing face the direction of travel.
- Keep hands and arms inside the basket at all times.
- Advise followers not to intervene or enter anyone's private property in their vehicle or on foot without prior permission of the flight crew or landowner.
- Advise followers to return to the meeting location if they become separated from the ground crew.
- Landings may include hard, fast, rough impact with the ground! Please read the "Preparation for Landing" instructions.
- Read the *Release* form carefully, and then please sign it, IF it is acceptable to you.

HOT AIR BALLOONING PREPARATION FOR LANDING

- Stow and secure all cameras and personal belongings in the bottom of the basket.
- Face the direction of travel.
- Place your feet shoulder length apart.
- Hold on tight to the uprights, or rope handles, or both.
- Bend your knees slightly to avoid the shock of impact with the ground.
- The basket may tip over and/or bounce upon contact with the ground.
- Keep your center of gravity low.
- **STAY IN THE BASKET!**
- Do not exit the basket until the pilot gives you permission to do so.

You may be invited to participate in "ground crew operations" (such as equipment layout, balloon inflation, deflation, and pack up). You may decline the invitation at your sole discretion. The purpose of the invitation is to permit you to have a "hands-on" experience if you choose.

I have carefully read this "Passenger Briefing" and "Preparation for Landing" and I fully understand it.

(Signature)

(Print)

(Date)

(Email Address)

(Phone number)

(D.O.B.)

(passenger weight)

(Mailing Address)