

Hot Air Balloon Ride Passenger Release Form

THIS RELEASE is made on _____, 20____, by _____ of
(Name)
_____, _____ (The passenger).
(Address) (City) (State) (ZIP)

In consideration of being permitted to take a hot-air-balloon flight or tether conducted by a certified balloon pilot (the Owner/Operator), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Passenger for himself, his spouse, legal representatives, heirs and assigned, hereby forever releases, waives and discharges Owner/Operator and stillbirthday, their officers, employees, subcontractors, directors and/or shareholders from all liability to Passenger, his spouse, legal representative, heirs and assigns, for any and all loss or damage, and any claim or damages resulting there from, on death of Passenger, whether caused by the active or passive negligence of Owner/Operator or otherwise, while Passenger is participating in the hot-air-balloon flight or tether.

Passenger acknowledges that participation in hot-air (or gas) balloon flight or tether is potentially hazardous activity. Passenger understands and attests that during the flight or tether he will be exposed to above-normal risks of injury and that although Owner/Operator has taken precautions to provide equipment and safety preparation for each flight or tether, it is impossible for OwnerOperator or stillbirthday to guarantee absolute safety. Passenger understands that he shares in the responsibility for safety in flight or tether and voluntarily assumes full responsibility for the risk of bodily injury, death, or property damage while in or upon the hot-air-balloon flight or tether, whether due to the active or passive negligence or Owner/Operator or otherwise.

Passenger agrees to indemnify, defend and hold harmless Owner/Operator and stillbirthday from any and all actions, causes of action, claims judgments, loss liability, damage or cost (including attorneys' fees) it may incur due to the presence of Passenger in or upon or which result from Passenger's use of the hot-air-balloon whether caused by the active or passive negligence of Owner/Operator, stillbirthday, or otherwise.

Passenger expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the States of Kansas and Missouri, and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF. Passenger has executed this release as of the day and year first above written.

Witnesses:

Witnesses:

Passenger:

Passenger:

Acknowledgement of Parent or Guardian

IN WITNESS WHEREOF, Parent or Guardian of Passenger, a minor, acknowledges that there can be no guarantee of absolute safety against risk and unforeseen accident and hereby executes the Release on behalf of _____ (Minor) as of the date and year above written.

Witness:

Signature of Guardian:

Pilot Name: _____

Date Flown: _____