

**Release and Waiver of Liability,
Assumption of Risk and Indemnification Agreement: # _____**

In consideration of being permitted to participate in any way in hot air ballooning activities conducted by Rainbow Ryders, Inc., and Above and Beyond Affordable Balloon Rides and its contractors (hereafter called "Operator"), I UNDERSTAND and AGREE as follows:

1. My participation may involve being a passenger in a free-floating aircraft controlled by wind and weather conditions at high altitudes; on-ground activities related to hot air ballooning; riding in a chase or other vehicle; or being a passenger in a tethered balloon (hereafter collectively referred to as the "activities"). Participating in the activities is potentially hazardous and could result in my severe injury or death. During my participation in the activities, I will be exposed to numerous risks, including, but not limited to, hard or emergency landings, capsize of basket or other vehicle, collision with obstacles on the ground or in the air, injury from natural or man-made conditions, accident or illness in remote places without medical facilities, negligent rescue operations, immersion in water, hypothermia, acrophobic conditions, incidents related to ascents and descents, injury from other balloons or people, pilot error, equipment failure, falling from the balloon while in the air or on the ground, fire or flame, temperature extremes, or inclement weather conditions or adverse weather-related incidents, trip-and-fall hazards, animal and insect attacks, traffic accidents, loss of or damage to personal property, arrest for trespassing or other violations of the law, and latent risks of any nature. I nevertheless ACCEPT THESE RISKS and wish to participate in the activities.

2. Although Operator has taken reasonable precautions to provide an air-worthy balloon, equipment and safety preparations for each activity, it is impossible for Operator to guarantee my safety. Also, I understand that I share the responsibility for safety during the activities, and I accept this responsibility. I agree to comply with the instructions and directions of Operator and Operator's personnel before, during and after the flight, while participating as crew, and at all times during the activities. I have no physical or psychological problems that would prohibit me from participating in a hot air balloon flight or rough landing. If I perceive anything as dangerous and as a result wish to terminate my participation in the activities, I will notify the Operator immediately.

3. I hereby release and waive any and all claims for negligence against Operator and Albuquerque International Balloon Fiesta, Inc., and their agents, representatives, sponsors, insurers, successors, and assigns (the "releasees") for any injury, loss, or damage I may suffer, that may be in any way related to the activities. I covenant not to sue for such claims. I intend for this release and waiver to be as broad and inclusive as allowed by law and if any portion of this Agreement is held invalid, the remaining portions shall be in full legal force and effect.

4. I will indemnify and hold harmless the releasees from any loss, liability, damage, or cost they may incur arising out of or related in any manner to my participation in the activities.

I HAVE READ THIS AGREEMENT AND AGREE TO BE FULLY BOUND BY ALL OF ITS TERMS AND CONDITIONS.

Passenger's Printed Name _____ Pilot _____ # _____

Signature _____ Guardian _____ Parent _____ Date _____

BOARDING PASS # _____

1. Do not lose this Boarding Pass. It must be presented to your Pilot upon boarding the balloon !!!!!!!
2. If your flight is canceled you MUST IMMEDIATELY return this Boarding Pass to the Check-In Tent to obtain your refund or reschedule your flight.

Passenger _____ Date _____

Pilot _____ Pilot # _____