

Pilot _____

Date _____

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

I, as evidenced by my signature below, acknowledge that participating in a hot air balloon flight/ride is a potentially hazardous activity. There are inherent risks in the activity, including severe injury and/or death. I understand that even though Rainbow Ryders, Inc. (hereafter called the "Operator"), has taken all reasonable precautions to provide an air-worthy balloon and equipment, and a well-trained and experienced pilot, and has made preparations for my safety as a Passenger/Rider, it is impossible for the Operator, or its Contractors, to guarantee my safety prior to, during, or following such ride/flight. Therefore, I hereby release and waive my rights to make a claim for injuries or damages against the Operator, and its assignees, heirs, agents, employees and Contractors including, but not limited to, Above and Beyond Balloon Rides LLC, Enchanted Winds Balloon Ride Company, arising from my participation in a hot air balloon flight/ride and related activities provided by the Operator, or any contractors of the Operator, on the above date, and if such flight/ride is not completed on the date of my signature below, then from my participation in any subsequent flight/ride to replace such non-completed flight/ride.

1. I additionally acknowledge that I have voluntarily requested and applied to participate in a hot air balloon flight/ride and associated activities to be provided and conducted by the Operator or a Contractor of the Operator on the date of my signature below.
2. I am aware that a hot air balloon flight/ride is a potentially dangerous activity. Serious bodily injury or death can occur by your participation in hot air ballooning. Some of the risks and dangers include, but are not limited to, loss of or damage to personal property, arrest for trespassing or other violations of the law, injury or fatality due to the capsizes of the balloon basket or other vehicle, fires in the balloon basket, collision with obstacles on the ground or in the air, accidents or illnesses in remote places without medical facilities, immersion in water, hypothermia, falling from the balloon while in the air, while in contact with or as the result of the contact with other objects (for example, utility poles and utility lines) or on the ground, fire or flames, from or caused by the balloon's burner, electrocution, and temperature extremes or inclement weather, and accidents occurring during or as a result of chase and retrieval activities during and following the conclusion of said flight/ride. I am voluntarily participating in the balloon flight/ride and related activities with full knowledge of the risks and dangers involved, and I hereby agree to accept and assume all risks of damage, injury or death, and verify the above by my signature below.
3. I understand that I share responsibility for my safety and the safety of others during the flight, and I accept this responsibility. I agree to comply with the instructions and directions of the Operator, and its Contractors, before, during and after the flight. I acknowledge and I will comply with the Operator's Safety Policies, set out below:

Safety Policies: Passenger/Rider safety is the Operator's first and most important concern. The Operator, or its Contractors, will make flight/ride decisions based on a number of factors. Some of these factors may include, but are not limited to: weather forecast, weather and other conditions during launch preparation and during the flight/ride, and the total number and weight of Passengers/Riders. All decisions concerning safety, whether the flight/ride is to occur, as well as its duration, are at the Operator's, or its Contractor's, sole discretion. The Passenger/Rider shall always have the discretion and choice not to participate in the flight/ride up to the take off.

4. To the best of my knowledge, I have no physical or psychological conditions that will prohibit me from safely participating in a hot air balloon flight/ride.
5. I certify that I have carefully read this Acknowledgement and Release and fully understand its contents. I am aware that the Operator, and its Contractors, cannot guarantee my safety during a flight/ride and related activities, and that this is a release of liability and evidence of a contract between myself and the Operator or its Contractors, and I execute it voluntarily and willingly of my own free will, in consideration for the balloon flight/ride to be provided to me as a Passenger/Rider.

Date: _____

PRINT :Rider/Passenger Name

Rider/Passenger Email

SIGN: Rider/Passenger Signature

Rider/Passenger Phone #

Self _____ Guardian _____ Parent _____

Pilot/Subcontractor Name

Pilot/Subcontractor Signature