

RELEASE

THIS RELEASE IS MADE by _____, (“the passenger”).

In consideration of being permitted to take a hot air balloon flight conducted by Gibboney’s Aerostation, (“the Owner and Operator”), and for other good and valuable consideration, the receipt and sufficiency of which the passenger heirs and assigns, hereby forever releases, waives, and discharges Owner/Operator, its officers, employees, directors, and shareholders from all liability to Passenger, his/her spouse, legal representative, heirs, and assigns, for any and all loss or damage, and any claims or damages resulting therefrom, on account of injury to Passenger’s person or property, even injury resulting in 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, including launch and landing.

Passenger realizes that hot air ballooning 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 a basket, collision with obstacles on the ground or in the air, accident or illness in remote areas without medical facilities, falling getting in or out of the balloon basket or falling while aboard the balloon, in the air or on the ground, fire, temperature extremes and inclement weather. 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, whether due to the active or passive negligence of Owner/Operator or otherwise.

Passenger agrees to comply with the instructions and directions of Gibboney’s Aerostation personnel during flight and while participating as crew. Passenger has accepted responsibility to verify with their physician that “the passenger” named above has no physical or psychological problems that would prohibit them from participating in a hot air balloon flight.

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

Passenger realizes that the hot air balloon flight is conducted solely by Owner/Operator and not by any sponsor whose names may appear on the hot air balloon and other equipment only as advertising. Passenger hereby further releases and indemnifies said sponsors, their officers, employees, directors, shareholders, partners and agents from any and all claims or liability in connection with the hot air balloon flight.

Passenger expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of _____, 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 dated _____.

Passenger

Initial here if you have read “ Conditions of use” page._____

Passenger’s Permanent Address

Witness