

# Love Hot Air Balloon Rides

## ASSUMPTION OF RISK, RELEASE, INDEMNITY AND WAIVER OF LIABILITY AGREEMENT

**PLEASE READ THIS AGREEMENT CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. YOU MAY NOT PARTICIPATE IF YOU CHOOSE NOT TO SIGN, BUT YOU WILL BE ENTITLED TO A REFUND OF ANY PAYMENTS MADE FOR YOUR FLIGHT.**

Flight Date: \_\_\_\_\_ (the "Flight")  
Passenger's Name (Please print): \_\_\_\_\_ (the "Passenger")  
Passenger's Mailing Address: \_\_\_\_\_  
Passenger's Age: \_\_\_\_\_ (Parent/Guardian Signature Required for Passengers under 18 years of age)  
Passenger's Phone Number: \_\_\_\_\_ Passenger's Email Address: \_\_\_\_\_

### Pre-Flight Information

#### \_\_\_\_ INITIAL **Medical Conditions.**

Undersigned Passenger/Parent/Guardian affirm that Passenger does not have a past or present medical condition that would impact their ability to safely participate in the Flight. Please note that if Passenger is pregnant or thinks they may be pregnant, we do not advise that you participate in the Flight. Undersigned Passenger/Parent/Guardian further affirms that they understand Flight crew are not medical professionals and cannot and will not provide medical advice.

#### \_\_\_\_ INITIAL **Controlled Substances.**

Undersigned Passenger/Parent/Guardian affirm that prior to and during the Flight Passenger will not be intoxicated by alcohol or under the influence of any controlled substances, except those that are prescribed to Passenger and medically necessary. Please also note smoking of any type (including e-cigarettes) is not allowed on the Flight or within 100 feet from the launch site.

#### \_\_\_\_ INITIAL **Understanding of Dangerous Conditions Aboard Flight.**

Undersigned Passenger/Parent/Guardian understand that hot air ballooning is an inherently dangerous/hazardous activity and affirm Passenger is voluntarily participating in the Flight despite Passenger's understanding of the inherently dangerous/hazardous nature of the Flight. Dangerous/Hazardous Conditions that may exist before, during, and/or after the Flight include, but are not limited to, heavy objects with the ability to crush passenger, extreme noise and heat from the burners and inflation fan, exposure to unexpected weather conditions, rough landings, encounters with wildlife, domestic animals, or other manmade and natural obstacles.

### Day of Flight Information

#### \_\_\_\_ INITIAL **Landing.**

Undersigned Passenger/Parent/Guardian affirm that Passenger has been provided with, has read, understands, and is physically capable of complying with the landing instructions for the Flight. If Passenger has any questions, Passenger will ask the Flight crew for clarification before the Flight. In perfect conditions the landing may be gentle, however, Passenger should always expect and prepare for a rough landing. Flight crew will instruct Passenger on specific techniques for bracing for landing before or during the Flight and further affirms they will comply with all landing instructions provided. Please note emergency landings may be required under certain circumstances.

#### \_\_\_\_ INITIAL **Passenger Flight Conduct.**

Undersigned Passenger/Parent/Guardian affirm that Passenger will keep all body parts inside the hot air balloon basket at all times and will keep their personal belongings secure during the entirety of the Flight. Passenger further affirms they will comply with all Flight crew instructions before, during, and after the Flight and will not cause any disorderly conduct or otherwise interfere with the Flight operations before, during, and after the Flight.

### Release, Waiver and Indemnity

**Assumption of Risk:** The undersigned Passenger/Parent/Guardian hereby acknowledge and agree that they understand the nature of the Flight; that Passenger is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the Flight; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Passenger's participation in the Flight.

**Release and Waiver:** The undersigned Passenger/Parent/Guardian and their heirs hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Flight crew and employees of BellAir, Inc. d/b/a Love Hot Air Balloon Rides (hereinafter "BellAir"), or any subdivision thereof, and each of them, their officers and employees, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Passenger's participation in the Flight, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**Indemnification and Hold Harmless:** The undersigned Passenger/Parent/Guardian also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Passenger's participation in the Flight, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

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**Media Release and Permission to Use Likeness/Name:** Undersigned Passenger/Parent/Guardian hereby acknowledges that BellAir owns all rights in photos, videos, and/or audio recordings (hereinafter "Media") that BellAir or its representatives capture before, during or after the Flight. Undersigned Passenger/Parent/Guardian further authorizes and grants BellAir or its licensees permission to reproduce, create derivative works, exhibit, display, or otherwise distribute such Media. The undersigned Passenger/Parent/Guardian further agree to allow, without compensation, Passengers' likeness and/or name to appear, and to otherwise be used, in material, regardless of Media form, promoting BellAir and/or its other flights, events and activities, including those of its representatives and licensees. Undersigned Passenger/Parent/Guardian hereby waives any right to inspect or approve the use of the Media by BellAir, its representatives, or licensees in any way.

**Severability:** The undersigned Passenger/Parent/Guardian expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

### Acknowledgement

The undersigned Passenger/Parent/Guardian have read this assumption of risk, release and waiver of liability and indemnity agreement ("Agreement"), and have had the opportunity to consider and ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned Passenger is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned Passenger/Parent/Guardian acknowledge that they are signing this agreement freely and voluntarily after careful consideration. Furthermore, the Parent/Guardian signing on behalf of a Passenger who is under the age of 18 certify that that they are the legal guardian of the minor Passenger and have the authority to sign on behalf of the minor Passenger.

If Passenger or their Parent/Guardian do not agree with the terms of this Agreement, they do not have to sign below and understand in such event will not be allowed to participate in the Flight, but will be provided a refund of any payment submitted to BellAir for the flight.

Undersigned acknowledges that their signature below indicates undersigned Passenger/Parent/Guardian has read the information contained in this Agreement in its entirety and accepts the terms contained herein.

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Signature of Passenger \_\_\_\_\_ Date \_\_\_\_\_

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Signature of Parent/Guardian of Minor \_\_\_\_\_ Date \_\_\_\_\_  
(if Passenger is under the age of 18)

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Signature of Parent/Guardian of Minor \_\_\_\_\_ Date \_\_\_\_\_  
(if Passenger is under the age of 18)

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**PLEASE NOTE THIS AGREEMENT MUST BE REVIEWED, SIGNED, AND EMAILED TO LOVE HOT AIR BALLOONS 24 HOURS PRIOR TO FLIGHT.**