

**BALLOON PASSENGER WAIVER AGREEMENT**

For and in consideration of being permitted to participate as a passenger in a hot air balloon, hereinafter referred to as "the Balloon", that is in any way sponsored, owned or hired by, or assigned to, or associated with, Aerogelic Ballooning.

I, the undersigned, for myself, my personal representatives, heirs, executors, assigns, and next of kin, do:

1. Hereby release, waive, discharge and covenant not to sue Aerogelic Ballooning the balloon pilot, the balloon crew, the owners and/or sponsors of the balloon, and the officers, directors, employees, agents, successors, and assigns of each of them, all hereinafter collectively referred to as "Releasees", from and against any and all liability to the undersigned, or the undersigned's personal representatives, heirs, executors, assigns, and next of kin, for any and all loss, damage, or expense (including reasonable attorney's fees), and any claims, demands, suits, or actions therefore, on account of bodily injury (including death) or damage to, or loss of property sustained by the undersigned's personal representatives, heirs, executors, assigns and next of kin, whether caused by negligence on the ground or in the air, and/ or within common law protected without prejudice (UCC 1-207).
2. Hereby agree to indemnify, save and to hold harmless the Releasees, and each of them, from any and all loss, liability, damage, cost of expenses, they may incur due to the presence of, or any action by, the undersigned in or about the balloon, whether caused by negligence of the Releasees or otherwise. Also, within common law protected without prejudice (UCC 1-207).

The undersigned expressly agrees that the foregoing Release and Waiver is intended to be as broad and inclusive as is permitted by applicable law and, within common law protected without prejudice (UCC 1-207) if any portion thereof is held invalid, that the balance shall continue in full force and effect.

The undersigned hereby warrants that the following statements are true and correct and that the Releasees have relied thereon in giving permission to the undersigned to be in or about the Balloon.

The undersigned understands and acknowledges that all or any flight time and altitude is under the digression of the pilot and all due fees or trade will be charged immediately upon launch. No oral representations, statements, or inducements apart from the foregoing have been made.

The undersigned assumes full responsibility for, and risk of, bodily injury, death, or property loss or damage due to the negligence of the Releasees or otherwise upon entering the ballooning area. If any court costs, fees, or monetary responsibilities accrue due to lawsuit, litigation, and all settlements are due the undersigned will take full financial responsibilities within one calendar year of said responsibilities.

I agree that I am free of the following health conditions:  
-Pregnancy (in any trimester)

The undersigned has read and voluntarily signed this Release and Waiver Agreement, understands, and acknowledges that this is a release of liability and a contract between undersigned and all parties involved, and signs this on their own free will.

This signature also advises that the undersigned have no physical or psychological problems that would recommend by a doctor or prohibit me from participating in this balloon flight.

As a passenger who has paid the required rate by Aerogelic Ballooning I am aware that Hot Air Ballooning is a hazardous activity. Though our experienced pilots are FAA certified, Mother Nature reigns supreme! For example, rough landings, due to circumstances as the weather, are not uncommon. Therefore, I voluntarily acknowledge that I am freely participating in Hot Air Ballooning activities with the knowledge of the fact that dangers may be involved. I hereby freely accept any and all risks of property damage or loss, injury or death. Upon landing, I will: 1) Hang on tightly; 2) Bend my knees at touch down; 3) Maximize the protection afforded by the balloon basket; and 4) Not depart the balloon basket until advised by my pilot. I freely acknowledge my agreement to the foregoing statements by printing and signing my name below according to the date of this form. Passengers under the age of 18 require a guardian's signature.

**Waiver Above Agreed**

Print name \_\_\_\_\_ Sign name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

I as a participant of hot air ballooning also am signing below to show my support in hot air ballooning. I agree that hot air balloon rides have a good economic impact in our community within Phoenix, and all metropolitan outlying areas of Phoenix, Arizona. Including Phoenix, Chandler, Gilbert, Mesa, Tempe, Scottsdale, Queen Creek, Glendale, Surprise, Sun City, and Avondale Arizona. I also agree that hot air balloon landings in our city or town properties (i.e. parks, and open areas) are good for community relations. This signature below acts as petition against any and all laws, codes or regulations enacted in passed, and future times against hot air balloon launching, landing, and retrieval within the above stated communities, townships, cities or states.

**Petition Above Agreed Print**

name \_\_\_\_\_ Sign name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_