

WAIVER AND LIABILITY EXCLUSION AGREEMENT RELEASE

Please read carefully and sign below

NAME:

ADDRESS:

AGE:

WEIGHT:

I, the undersigned Passenger, for myself and my heirs, executors, administrators and assigns, hereby release East Coast Balloon Adventures and their affiliated advertisers and sponsors and their respective directors, officers, agents and employees, from all and any claims, demands, damages, actions and causes of action for or by reason of my death or injury to my person or damage to my property of any nature whatsoever that I may sustain or incur during or after participating in the hot air balloon ride and/or tether including embarkment, disembarkment and any associated travel to the ride, even if such death, injury or damage results in whole or in part from the negligence of East Coast Balloon Adventures and their affiliated advertisers and sponsors and their respective directors, officers, agents and employees. I declare and agree that I am in proper physical and psychological condition to participate in the hot air balloon ride and/or tether and I am aware that participation in the ride and/or tether involves risk of, and could, in some circumstances, result in, injury, damage or death.

I have accepted responsibility and confirm that I have no physical or psychological problems, including but not limited to those who have had recent operations or broken bones or those who suffer from physical handicaps; back or spinal problems; hip, knee or joint replacements; heart condition; or those who are or may be pregnant. I further understand that it is my responsibility to advise the pilot prior to flight if I have any of these medical problems that would prohibit me from participating in a hot air balloon flight. I further acknowledge and agree that under no circumstances will a woman in any stage of pregnancy be permitted to ride in any balloon operated by East Coast Balloon Adventures.

I understand it is my responsibility to listen to the hot air balloon pilot conducting the safety briefing, and to identify any part of the pre-flight hot air balloon ride briefing that I do not understand before entering the hot air balloon. I understand I must comply with the instructions given by the hot air balloon pilot conducting the ride. I also acknowledge and voluntarily assume any and all risks whatsoever involved in taking the flight, its embarkment, disembarkment and associated travel to said ride, which risks may arise before, during or after the flight, including travel to or from the location of the ride on either public or privately owned lands.

I agree to indemnify and save harmless East Coast Balloon Adventures and their affiliated advertisers and sponsors and their respective directors, officers, agents and employees from and against all losses, costs and expenses, including legal expenses, that they or any of them may pay, sustain or incur for or by reason of my death or injury to my person or damage to my personal property, including but not limited to lost or damaged articles of clothing, camera equipment, binoculars, and/or cell phones, that I may sustain or incur while participating in the hot air balloon ride and/or tether and its embarkment, disembarkment and any associated travel to said ride.

Hot air ballooning, because of the nature of the sport, is not conducted without some degree of risk. Existing and forecast weather conditions are very crucial to the flight and may result in a somewhat more difficult landing than anticipated. I acknowledge that I am aware that there are risks associated with balloon flight operations (tether, free flight and crewing), including without limitation, environmental hazards, weather conditions, equipment failure and judgment errors.

I acknowledge that I am aware that any weight in excess of that licensed to be carried in a hot air balloon is dangerous and I declare that my weight, as indicated, is correct.

I understand and agree that photographs taken of me during the ride may be used to promote hot air ballooning without any further permission or consideration from myself.

I have read the above and understand it, and I am entering into this Standard Waiver and Liability Exclusion Agreement of my own free will and not under the influence of drugs or alcohol.

DATE

Signature of Passenger
(signature of Parent or Legal Guardian
if Passenger is under 18 years of age)

Witness