



**BALLOON PASSENGER
ASSUMPTION OF RISK
AND RELEASE OF LIABILITY**

The undersigned, by signing this Assumption of Risk and Release of Liability acknowledges certain inherent risks, in consideration of being permitted to take a hot air balloon flight conducted by Solar Connection Inc., t/a, Balloon Fights/Rides Daily, AKA The United States Hot Air Balloon Team, St. Peters, Pa. 19470.

For good and valuable consideration, the receipt and sufficiency of which acknowledged the passenger and their heirs and assigns, hereby now and forever releases, waives and discharges Owner / Operator / Pilot in Command, 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 seen or unforeseen, known or unknown to any person or property, even injury resulting in death of Passenger, whether caused by the active or passive negligence of Owner / Operator / Pilot in Command or otherwise, while Passenger is participating in the hot air balloon flight, including launch, landing, including transportation to and from the activity.

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, or 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, around, or upon the hot air balloon, before, during, or after the flight, whether due to the active or passive negligence of Owner / Operator or otherwise. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I am not pregnant.

Passenger agrees to indemnify, defend and hold harmless Owner / Operator from any and all actions, causes of actions, claims, judgments, 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 Passengers use of the hot air balloon, whether caused by the active or passive negligence of Owner / Operator or otherwise. I have been briefed, preflight, launch, flight, and landing procedure.

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, agents, their officers, employees, directors, shareholders, partners and agents from any and all claims or liability in connection with the hot air balloon flight and activities. Photographs, still, or motion, taken during the event may be used for news, media, or promotional purposes.

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 which flight originated, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I have carefully read this agreement and fully understand its contents. I sign it on my own free will.

Print Name _____

Signature _____

Date _____