



LIABILITY RELEASE AND WAIVER

Please read the following carefully. Hot air ballooning is associated with certain risks that could result in serious injury or death. This is a legally binding agreement that includes important information and forfeits certain legal rights you and your family would normally have if you were not to sign it. Please ask if you have any questions about this agreement.

Assumption of Risks: I understand that there are certain risks involved with hot air ballooning, both as a passenger and as a crew member. I understand that such risks include, but are not limited to: **(a) bodily injury that may include death, permanent disability, or disfigurement, (b) long term or permanent mental distress, (c) loss or damage to personal property, or (d) landing in remote places without medical facilities.** I am voluntarily participating in all activities related to a hot air ballooning with the knowledge of the dangers involved. I hereby agree to accept and assume **any and all** risks of injury, damage, or death, to myself, to others, to any participating minor child of mine, or to my property which arise from my participation or my minor child's participation in hot air ballooning activities.

Medical Statement: I understand that Willamette Valley Balloons, LLC may not fly me if I am pregnant, have a heart condition, back problems, casts, recent surgeries, or any other condition that might make it unsafe for me to fly. I certify that I have no physical or mental defect/condition which prevents me from participating in hot air ballooning and related activities. I further certify that I am in good physical condition or have consulted with my physician and I am able to participate in hot air ballooning activities.

Liability Release: I understand that hot air ballooning is an optional activity and that I am electing to participate on my own free will. I understand that a hot air balloon is a federally licensed aircraft and the pilots are also federally licensed. I agree that the pilot(s) is/are in command and that I will follow their instructions. I understand that the pilot has the final authority. I **expressly, willingly, and voluntarily** assume full responsibility for all risks of any and every kind involved with or arising from my participation in hot air ballooning activities with Willamette Valley Balloons, LLC whether during flight preparation, take-off, flight, landing, travel to or from the take-off or landing areas, or otherwise. Without limiting the generality of the foregoing, I hereby irrevocably release Willamette Valley Balloons, LLC, their employees, volunteers, agents, representatives, contractors, subcontractors, successors, heirs, assigns, affiliates, and legal representatives from, and **hold them harmless for, all claims, rights, demands or causes** of action whether known or unknown, suspected or unsuspected, arising out of hot air ballooning activities.

Photo Release: I hereby authorize Willamette Valley Balloons, LLC, to use any photographs or videos that have been taken in conjunction with hot air ballooning activities, for any promotional, advertising, or display purposes, without any compensation expressed or implied.

Rules: I understand the pilot has final authority as to the operation of the hot air balloon and that I will follow all instructions given by the pilot. I agree that during the landing I will use both hands to brace myself while gently bending my knees. I agree to not hold any objects such as cell phones or cameras during the landing. I also understand these are not the only rules pertaining to the flight and the pilot will information me of additional rules and procedures during the passenger briefing prior to flight.

In plain English: I understand I could sustain serious physical injury or death from hot air ballooning activities, including flying as a passenger or crewing. I am hereby giving up any legal right for me or my family or their representatives to sue **anyone** for **anything** resulting from my participation in hot air ballooning activities with Willamette Valley Balloons, LLC. I hereby instruct my heirs, dependents, executors, administrators, or other personal representatives to do the same.

I have been given adequate time to read this agreement and have been given the opportunity to ask any questions and to have this agreement reviewed by legal counsel on my behalf.

I understand this waiver and release is an Oregon contract and I consent to the jurisdiction in venue for any action relating to this waiver and release is Linn County, Oregon.

I acknowledge and agree that by signing this document, I am giving up my right to sue the released parties for any damages or injuries I suffer or any minor child of mine suffers while participating in the above referenced activities, even if the released parties negligently cause said damages or injuries. I have read and understand this entire document which is a total of two pages (even if page one was not initialed). It is effective upon signature and covers any hot air balloon related injury or loss that occurs because of any crewing or flying activity that occurs within one year after signing. It is binding upon me, my heirs, assignees, personal representatives, estate, and any minor child of mine who is participating in these activities.

Print Name: _____

Signature: _____

Date: _____ Place of Signing: _____

(Must be completed for participants under the age of 18.)

Print Minor Participant's Name: _____

Minor's Date of Birth: _____

Signature of Parent or Legal Guardian for Minor: _____

Date: _____ Place of Signing: _____