

DATE OF FLIGHT _____ PILOT _____

RELEASE AND ASSUMPTION OF RISK

PLEASE READ CAREFULLY AND ASK ANY QUESTIONS YOU WISH CONCERNING SAFETY OR FLIGHT PROCEDURES. IF YOU CHOOSE NOT TO FLY THERE IS NO FINANCIAL PENALTY ASSOCIATED WITH THAT DECISION.

I am aware that the hot air balloon activity in which I am participating, arranged by Lancaster BalloonPort, Inc., and Susquehanna Valley Balloon Company, Inc., their agents, employees and associates, involves inherent risks.

I recognize that a hot air balloon flight is a physical activity much like white water rafting and horseback riding and has an element of risk which, combined with unpredictable forces of nature, acts of commission or omission by participants or others, could lead to injury or even death.

I also state and acknowledge that I understand that the hazards include, but are not limited to, collision with the ground upon landing or collision with objects on the ground, both man made and natural. I understand that, when landing, it is not unusual for the balloon basket to tip on its side subjecting the passengers to physical contact with each other and the sides of the basket. The degree of force will vary depending on wind speed and rate of descent of the balloon, neither of which can be fully determined in advance of the flight nor controlled by the pilot. Under high wind landing conditions bruises and/or abrasions are not unusual. I have read the Landing Instructions provided and I understand them.

I understand that while walking to or from the balloon basket there will be various irregularities in terrain or man made obstacles, such as fences, that would cause me to injure myself if I am not personally vigilant to avoid them.

I hereby state that I and my family (including minor children) are in good health with no physical problems or illness that might be injurious to me, that none of us is pregnant, and that I and my family have the physical strength and presence of mind to handle the hazards of landings, adverse weather conditions, flying at altitudes up to 6,000 feet above sea level, and any and all similar conditions associated with the hot air ballooning activity for which we have contracted.

Further, in consideration of and as part payment for the right to participate in this flight provided to me by Lancaster BalloonPort, Inc., and Susquehanna Valley Balloon Company, Inc., their agents, employees and associates, **I have and do hereby assume all the above risks and will hold Lancaster BalloonPort, Inc., and Susquehanna Valley Balloon Company, Inc., their agents, employees and associates, harmless from any and all liability, action, causes of action, debts , claims and demands of any kind or nature whatsoever which I now have or which may arise out of this hot air balloon flight or in connection with any activity related to this hot air balloon flight.**

The terms of this contract shall serve as a RELEASE AND ASSUMPTION OF RISK for me, my heirs, executors and administrators and for all members of my family, including any minors accompanying me. The proper venue for any action arising from this balloon flight shall be the courts of Lancaster County, Pennsylvania.

Signature

Date
