

Balloon Ride Release Form

This Balloon Ride Release Form is made by _____ on _____ 2009.

I desire to be a passenger in a hot air balloon flight or in a hot air balloon flight tethered to the ground that is sponsored or organized by the Lexington Sunrise Rotary Club and its sponsors of the Balloon Rally. I realize that the hot air balloon flight/flight tethered to the ground is conducted solely by the licensed pilot and not by the Lexington Sunrise Rotary Club, not by any sponsor whose name may appear on the hot air balloon and/or other equipment or advertising for the Balloon Rally.

Before participating in such a flight, I freely and voluntarily agree to the following:

Assumption of Risk: I have been informed of and I understand the various dangers, hazards, and risks inherent in hot air balloon flight and/or a flight tethered to the ground, including but not limited to collisions with other objects in the air or on the ground, falling from the basket while in flight or while getting in or out of the basket on the ground, colliding with high voltage power lines, equipment failure, capsizing of the basket, accident or illness in remote areas without medical facilities, extreme fire temperatures, inclement weather, arrest for trespassing or other similar violations, excessive vertical or horizontal speed during landing, loss or damage of personal property, personal injury, or even fatality to myself and/or others. I voluntarily assume full responsibility for these and all other risks while in, upon, or near the hot air balloon and whether due to the active or passive negligence of owner/operator or other parties involved in the sponsorship or organization of the flight or flight tethered to the ground.

Release: I, on behalf of myself, my personal representatives, heirs, executors, administrators, and assigns, hereby release (1) Lexington Sunrise Rotary Club, its officers, directors, members, and agents, and (2) all sponsors of the Balloon Rally, their officers, employees, directors, shareholders, partners, and agents from all actions, causes of action,

claims, judgments, loss, liability damage or cost (including attorney's fees), that may incur due to my presence in or upon or near the balloon.

Indemnity: I, on behalf of myself, my personal representatives, heirs, executors, administrators, and assigns, agree to indemnify, defend, and hold harmless (1) the Lexington Sunrise Rotary Club, its officers, directors, members, and agents, and (2) all sponsors of the Balloon Rally, their officers, employees, directors, shareholders, partners, and agents, from any and all actions, causes of action, claims, judgments, loss, liability, damage, or cost (including attorney's fees), that I may suffer or incur due to my presence in or upon or near the balloon or which result from my use of the hot air balloon, whether caused by the active or passive negligence of the owner/operator or other parties involved in the sponsorship or organization of the flight or flight tethered to the ground.

Choice of Law: I hereby agree that this Agreement shall be constructed in accordance with the laws of the Commonwealth of Virginia.

Severability: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the other portions of the Agreement shall remain valid.

In witness whereof, I have executed this release on the _____ day of _____, 2009.

Passenger's name (printed)

Passenger's written signature

Address:

Passenger's approximate weight in pounds: _____

Street

Home telephone: _____

City/State/Zip

Identification Presented _____