

Hunterdon Ballooning, Inc.
ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

It is important that each passenger understands the critical aspects of a flight, and agrees that they assume the risks inherent to flight. This includes - but is not limited to - the chance of personal injury, personal property damage and loss of life or property.

Weather is a key component of a safe flight. Although we plan our flight based on a complete analysis of current and forecast weather, there is a possibility that weather conditions could in fact not materialize as planned – or even deteriorate. There is also the possibility that actual winds during takeoff, flight and landing could exceed forecasted safe values. This could cause a faster than normal approach and landing speed. A faster ground speed during a high wind landing could increase the risk of injury or death. In such cases, there is the possibility that a landing may be hard, violent, and the basket may drag for some distance.

Pilots - The Pilot-In-Command is your best SAFETY RESOURCE & SAFETY DEVICE during your flight. Always feel free to ask questions about ANY concerns or worries at ANY time. It is important that you always follow a Pilot's instructions and directions.

Equipment – All equipment (including the entire hot air balloon system and related accessories) is maintained and inspected in accordance with FAA standards and requirements. This information is provided to better inform you of some of the potential risks involved with a hot air balloon flight. There are no guarantees against adverse weather conditions or equipment failure. There is also no guarantee that the flight will last the full target time of 45 minutes. Certain conditions including - but not limited to – degrading weather/wind conditions, equipment failure or degradation in performance, medical emergencies, fuel remaining, daylight remaining may preclude you from a complete 45 minutes of flight.

Photography - I grant Hunterdon Ballooning, Inc., its representatives and employees the right to take photographs of me and my property in connection with the activity and process of participating in a hot air balloon flight. I authorize Hunterdon Ballooning, Inc., it's assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Hunterdon Ballooning, Inc. may use such photographs of me with or without my name and for any lawful purpose, including such purposes as publicity, illustration, advertising, Web and/or Internet content and presentation.

COVID-19 - There is an inherent risk of exposure to COVID-19 (or any other contagious disease) in any place where people are present including in a hot air balloon or vehicle. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By flying with Hunterdon Ballooning Inc Passengers voluntarily assume all risks related to exposure to COVID-19 and/or any other contagious disease.

Medical and Health Statement - I affirm that I have no pre-existing or known health risks and/or conditions (i.e. pregnancy, heart/cardiac condition, skeletal/muscular concerns and/or complications, inadequate post-surgery healing and/or any related rehabilitation therapy, etc.) that could preclude me from safely participating in a hot air balloon flight which may involve excitement and/or physical/mental exertion. If applicable, as a female passenger I affirm that I am not pregnant at the time of my actual flight. I understand and affirm I have had adequate time and have had, or have taken the opportunity to discuss any and all concerns or questions with my personal physician(s) or caregiver(s) regarding his/her judgment and recommendation as to whether or not I should be participating as a passenger on a hot air balloon flight. I affirm that I am not participating as a passenger in a hot air balloon flight – knowingly, willfully or otherwise – against the will, wishes, restrictions, advice or specific instructions or prohibitions of my physician(s) or caregiver(s).

I have taken the time to read and understand all the information above. I have had adequate time and opportunity to ask questions and receive clarifications on any and all subject matter in this document. I assume all risks without any reservation, pressure or persuasion. I hereby release and will hold harmless Hunterdon Ballooning, Inc., any of its employees, officers, directors, agents, balloon crews (volunteer or paid), contractors, landowners of landing and or take off sites, estates and heirs from any liability or claim for injury or damage.

Passenger Name: _____ Age: _____ Weight _____

Passenger Signature: _____ Date: _____

Passenger Address: _____