

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

**Notice:** By signing this agreement, you are forever releasing and waving your rights to make a claim for injuries or damages or death against Las Vegas Balloon Rides and any of their business partners or business associates.

1. I, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
**Print First Name                      Print Middle Name                      Print Last Name**

hereby acknowledge that I have **VOLUNTARILY** applied to participate in hot air balloon flights and associated activities to be conducted by Las Vegas Balloon Rides.

2. I understand and I am aware that **hot air ballooning is a hazardous activity**. I understand that hot air ballooning and the use of ballooning equipment involves a risk of injury or death and that there is a possibility that I could be injured or killed while participating in this activity. Some of the risk include, but are not limited to, injury or death from entering or exiting either the balloon or transport vehicle, transportation to or from the launch area or landing site, loss or damage to personal property, arrest for trespassing or other violations of the law, injury or fatality due to capsizing of basket or other vehicle, collision with obstacles on the ground or in the air, accident or illness in remote places without medical facilities, immersion in water, falling from a balloon while in the air or on the ground, fire or flame and temperature extremes or inclement weather. **I am voluntarily participating in these activities with knowledge of the danger involved, and I hereby agree to, and expressly assume any and all risk of injury or death while hot air ballooning, whether during the preparation, take-off, flight, landing, pack-up or travel to or from the take-off or landing areas, including ground transportation.**
3. As a passenger, I agree to help make the flight safer by pointing out any potential hazards such as power lines or other balloons in the immediate vicinity. I also agree to follow the pilot's instructions throughout the duration of the flight.
4. By signing this agreement I certify that I am eighteen (18) years of age or older and I have no physical or mental defect or condition that prevents me from participating in any hot air balloon activities.
5. As consideration for being permitted by Las Vegas Balloon Rides, herein referred to as LVBR, to participate in these activities and use of their facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make any claim against LVBR resulting from the negligence or other acts, howsoever caused by any employee, Hot Air Balloon pilot, agent or contractor of LVBR, as a result of my participation in hot air balloon flights and associated activities. I hereby release LVBR, its agents, servants, Hot Air Balloon pilots, employees and contractors from all actions, claims, and demands, that I, my assignees, heirs, distributees, guardian, and legal representative now have or may hereafter have for injury or damage resulting from my participation in hot air balloon flights and associated activities. Further, I agree to indemnify and hold harmless LVBR and its agents, servants, Hot Air Balloon Pilots, employees and contractors against any claim for injury or damages that I may sustain as a result of my participation in any of the activities of LVBR.
6. I hereby agree to and accept the terms and conditions of the **Release of Liability and Assumption of Risk Agreement**. This Release of Liability and Assumption of Risk Agreement constitutes the final and entire agreement between the Released Parties and the undersigned concerning this subject matter. In the event of litigation with respect to the ballooning activities or this agreement, the prevailing party shall be entitled to recover attorney fees and the costs of litigation.
7. **I have carefully read this agreement and fully understand its contents.** I am aware that this is a release of liability and a contract between myself and LVBR, and sign it of my own free will. Release of Liability and Assumption of Risk Agreement executed at Las Vegas, Nevada, on this day \_\_\_\_\_.
8. I also give LVBR permission to use any photos of me or my likeness in any advertising or promotional material.

**Print** \_\_\_\_\_ **Sign** \_\_\_\_\_ **Phone** \_\_\_\_\_