

## Passenger Assumption of Risk and Release of Liability

**NOTE: By signing the following agreement you are forever releasing and waiving your rights to make a claim for injuries or damages against Tim Markert and Jodi Markert d.b.a. The Minnesota Hot Air Balloon Experience and any of their agents, employees or volunteer crew, successors and assigns, other balloon contractors, sponsors, land owners or landlords.**

I am aware that Hot Air Ballooning is a **hazardous** activity. I understand that hot air ballooning and the use of hot air ballooning equipment involves a **risk of injury or death** and that there is a possibility that I could be injured while participating in this activity. I also understand that the property upon which the take-off and landing of the hot air balloon is to occur may not be in a safe condition. **I hereby agree to and expressly assume and accept any and all risk of injury or death while hot air ballooning, whether during preparation, take-off, flight, landing or travel to or from the take-off or landing areas, including ground transportation.**

I understand that the pilot of the balloon is in full and complete charge and control of said balloon and is solely responsible for all decisions made concerning all things or persons in or connected with said balloon on the ground or in the air. Rough landings are not uncommon. I am voluntarily participating in these activities with knowledge of the dangers involved and hereby agree to accept any and all risks of property damage or loss, injury or death.

I hereby irrevocably release **Tim Markert & Jodi Markert (d.b.a. The Minnesota Hot Air Balloon Experience)**, their agents, successors, assigns, other balloon contractors, sponsors, landowners or landlords and each of them, their officers, agents, employees and legal representatives ("Released Parties") from all rights, claims, demands or actions which I or my successors and assigns may have against the Released Parties in connection with the hot air ballooning activities and/or the use of hot air ballooning equipment, even if any injury caused to me or my property is due to the negligence of the Released Parties or the dangerous condition of any property upon which hot air ballooning activities will take place.

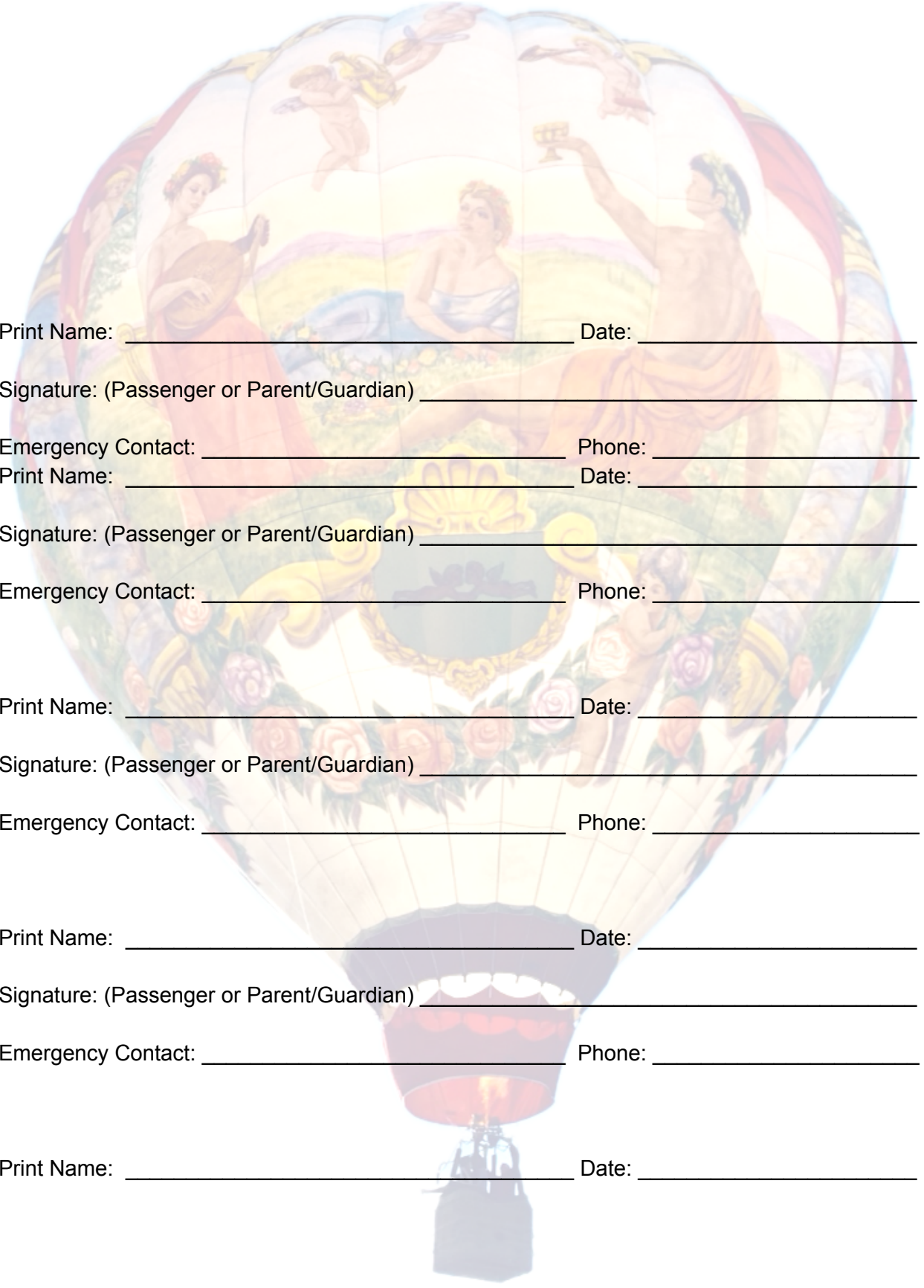
It is further understood and agreed that the foregoing **RELEASE** extends to **ALL CLAIMS** of every nature and kind whatsoever, known, unknown, suspected or unsuspected arising out of the hot air ballooning activities and I hereby expressly waive all rights under the Minnesota Civil Code regarding such claims.

I hereby agree to accept the terms and conditions of this Release of Liability and Assumption of Risk. This Release of Liability and Assumption of Risk constitutes the final and entire agreement between the Released Party and the undersigned concerning the subject matter hereof. I certify that I am (18) years of age or older, have no physical or mental defect or condition that prevents me from participating in any balloon activities. I also certify that I am not pregnant.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: (Passenger or Parent/Guardian) \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_



Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: (Passenger or Parent/Guardian) \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: (Passenger or Parent/Guardian) \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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