

**HOT AIR BALLOON RIDE AGREEMENT
ASSUMPTION OF THE RISK, RELEASE OF LIABILITY AND INDEMNIFICATION
2017 OGDEN VALLEY BALLOON FESTIVAL**

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

The balloon pilot of the hot air balloon in which you ride may rely upon your services during preparation for take-off, take-off, flight, landing and pack-up and/or travel to or from the take-off and landing area and thus designates you as a member of his or her flight crew. I also understand that is a risk of serious and/or permanent injury or death associated with the aforementioned services The Federal Aviation Administration recognizes as flight crew those that render these services and have been designated as flight crew by the pilot. I hereby acknowledge that I have voluntarily chosen to fly in a hot air balloon as flight crew during the 2016 Ogden Valley Balloon Festival. I understand that **flying in a hot air balloon as flight crew is a hazardous activity** and poses a risk that I could be **seriously and/or permanently injured or killed** while serving as flight crew and participating in this activity.

In exchange for the opportunity to fly in a hot air balloon as flight crew at the 2017 Ogden Valley Balloon Festival, I agree to, attest and further acknowledge the following:

1. I voluntarily agree to assume the risks set forth above and hereby irrevocably release and discharge the 2017 Ogden Valley Balloon Festival, its officers, officials, employees, volunteers and the hot air balloon crew, flight crew, pilot(s), balloonmeister and assistant balloonmeister(s) ("Released Parties") from any and all liability, damages, claims, rights, demands, suits or causes of action, expenses and costs, including attorney's fees, which I have or may have against the Released Parties in connection with the risks set forth above and/or my flying in a hot air balloon as flight crew at the 2017 Ogden Valley Balloon Festival.
2. I agree to indemnify, defend and hold harmless the Released Parties from all liability, damages, claims, rights, demands, suits or causes of action, expenses and costs, including attorney's fees, which may in any way arise out of the risks set forth above and/or my flying in a hot air balloon as flight crew at the 2017 Ogden Valley Balloon Festival.
3. I attest, verify and acknowledge that I am in good health, and that I am not aware of or in a doctor's care for any condition which might endanger my health or safety or that of any other participant or spectator at the 2017 Ogden Valley Balloon Festival. I understand that the pilot of the hot air balloon in which I am flying is not a medical professional and cannot assess my physical or emotional condition or render medical care while I am participating as flight crew in his or her hot air balloon. I agree that I and/or my insurance carrier(s) shall be liable to pay for any and all medical, legal or other expenses or costs that I may incur or which are incurred on my behalf that are associated with the above- referenced risks and the provisions contained in this agreement.

I have read this document and understand it. I further understand that by signing this document, I voluntarily surrender certain legal rights, and I agree that this document shall bind my guardian(s), assigns, heirs, administrators, and executors forever. This document shall be governed by the laws of the State of Utah.

Dated this ____ day of August, 2017

Printed Name

Signature

In case of an emergency, please call _____ at _____