

## IMPORTANT INFORMATION

Please pay attention to the preflight briefing given by your pilot. If you have any special needs to be able to participate in the flight, let your pilot know after the briefing. Do not stand near the balloon inflator fan while it is in operation. Passengers may wear a helmet that we provide, or your own, while in the balloon basket. Passengers not wearing a helmet do so at their own choice and risk. Balloon flights are spectacular and extremely smooth. There is no sense of motion on this flight, and if you carried a candle aloft it would not flicker. We may brush the tree tops during the flight. This is a normal and fun experience. You may want to protect your hands, arms and face. Be advised that when a balloon lands it is normal to experience a bump or series of bumps when the basket touches the ground. If the ground wind exceeds 8 mph it is possible to experience a hard jolt when the balloon basket touches the ground, followed by a bounce, and/or the basket dragging along the ground while tipped on its side to a full stop. You are at risk for bumps and bruising on landing. Use only the handholds shown to you during the preflight briefing and stay in the balloon basket until you are instructed to leave by your pilot. Wind speed and the availability of suitable landing sites can affect the length of the flight. Wind, especially in the afternoon, can delay the flight and cause flight-time to be shortened due to sunset. Your pilot reserves the right to cancel or shorten any flight due to flight conditions or for any safety issue in the pilot's professional judgment. Passengers can help with the set-up, inflation, pack-up and carry the balloon. They do so not as an employee or as a requirement to ride in a balloon. We reserve the right to decline a passenger if health, physical infirmity or general deportment impedes the operation or the enjoyment of the other passengers.

## ACKNOWLEDGMENT OF PERSONAL RESPONSIBILITY, ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I acknowledge that my participation in a hot air balloon flight is a potentially hazardous activity. I understand that during my participation in a hot air balloon flight conducted by Phil Jackson of Adirondack Balloon Flights, hereafter called "Pilot", I will be exposed to above normal risks to include, but not limited to, injury or fatality from flight or ground operations, injury or illness in remote places without medical facilities, damage to personal property or equipment. I understand too, that although "Pilot" has taken precautions to provide equipment and safety preparations for each flight, it is impossible for "Pilot" to guarantee absolute safety. Also, I understand that I share that responsibility for my safety, and I assume that responsibility. I agree to comply with the instructions received during the preflight briefing and the directions of "Pilot". I have accepted the responsibility to verify with my physician that I have no physical or psychological problems that would prohibit me from participating in a balloon flight. Also, I certify that I am not pregnant, nor under treatment for any infirmity, such as but not limited to, osteoporosis, chronic ailment, or injury of any type that could be affected by a ride in a hot air balloon. I release from all liability any landowner whose property "Pilot" uses to take-off or land the hot air balloon, or, whose properties I use or traverse while on balloon ride activity. I am voluntarily participating in these activities with knowledge of the risks involved and hereby release "Pilot" and Landowner(s) from all liability and responsibility for any fatality, injury, loss or damage suffered by me or my property before, during, or after the balloon flight for any reason whatsoever. I further understand and agree that this release is to be binding upon my heirs and assigns. I understand that if I decide at this time not to go on the balloon flight, I will be able to receive a refund. As far as **digital pictures taken by "Pilot"**, I hereby expressly grant to "Pilot", his agents and assigns, an irrevocable nonexclusive license to use, reproduce, re-use, publish, or edit the digital images taken of me and any minor in my charge, for any use that "Pilot" deems appropriate. This may include, but not limited to, reproduction in magazines, brochures, advertisements, promotions and web sites. I hereby release and discharge "Pilot", employees and assigns, and any designees from any and all claims and demands arising out of or in connection with the use of such images. You can opt-out of digital picture service by notifying Adirondack Balloon Flights in writing prior to taking your balloon flight.

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