

HOT AIR BALLOON AGREEMENT
Assumption of Risk, Waiver of Liability, and Indemnification Agreement
Pathfinder Balloons, LLC

Please read the following carefully. Hot air ballooning could be a dangerous activity. This agreement includes important information and releases. Please ask us if you have any questions about this Agreement. I understand that the hot air balloon activities offered by PathFinder Balloons, LLC could be dangerous, and involve the risk of injury or death to myself, and damage to my property. I understand that such risks include, but are not limited to: (a) loss of or damage to personal property; (b) bodily injury or fatality; (c) accident or illness in remote places without medical facilities. I understand that large open areas are needed for the takeoff and landing of the balloon, and that such areas may be undeveloped, unimproved, and in an unsafe condition. I understand that the pilot is not a medical professional and cannot assess my physical or emotional condition. I have consulted my personal physician or have taken whatever steps I deem necessary to determine that I am in good health with no conditions that might limit my participation in ballooning activities. I understand that no medical benefits will be provided to me during these ballooning activities, and that I and/or my insurance shall be solely liable to pay for any medical expenses incurred on my behalf. I certify that I am 18 years of age or older, or that I am the legal guardian and/or parent of the minor passenger using the services of PathFinder Balloons, LLC with authority to sign this document on said minor's behalf. If I am signing for a minor passenger, all waivers, releases, assumptions of risk, terms of agreement, representations, acknowledgments, and certifications apply equally to such minor. I certify that I have no physical or mental defect or medical defect or medical condition that prevents me from participating in any hot air balloon activities, including but not limited to pregnancy or heart, back, or altitude problems. I agree to follow all instructions of the pilot or crew members in connection with this hot air balloon activity. I understand that my failure to do so may jeopardize my safety and the safety of the pilot, other passengers, and other persons. Being aware of the risks involved, I am voluntarily applying to participate in hot air balloon flights and associated activities operated by PathFinder Balloons, LLC. I understand that the waivers, indemnifications, releases, and assumptions of risk herein contained are consideration and part payment for the right to participate. I expressly, willingly, and voluntarily assume full responsibility for all risks of any and every kind involved with or arising from my participation in hot air balloon activities with PathFinder Balloons, LLC whether during flight preparation, take-off, flight, landing, travel to or from the take-off or landing areas, or otherwise. Without limiting the generality of the foregoing, I hereby irrevocably release PathFinder Balloons, LLC, its employees, agents, representatives, contractors, subcontractors, successors, heirs, assigns, affiliates and legal representatives (the "Released Parties") and any other sponsor of the hot air balloon flights, from, and hold them harmless for, all claims, rights, demands or causes of action whether known or unknown, suspected or unsuspected, arising out of the ballooning activities, which I or my successors, heirs, or assigns may have against the Released Parties in connection with ballooning activities with PathFinder Balloons, LLC, and I agree to make no claims against or sue the Released Parties for injuries, death, or property damage that is caused due to the ordinary negligence of the Released Parties or any dangerous conditions of any property upon which the ballooning activities may take place. I agree to hold harmless, defend, and indemnify PathFinder Balloons, LLC (that is, defend and pay any judgment and costs, including investigation costs and attorneys' fees) from any and all claims, rights, demands or causes of action to: PathFinder Balloons, whether known or unknown, suspected or unsuspected, arising out of the ballooning activities, which I or my successors, heirs, or assigns may have against the Released Parties in connection with ballooning activities with PathFinder Balloons, LLC, including those arising from the inherent risks of ballooning activities or the ordinary negligence of the Released Parties or any dangerous conditions of any property upon which the ballooning activities may take place. I further understand and agree 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, on behalf of the Releasing Parties, I hereby expressly waive all rights under Section 1542 of the California Civil Code, or otherwise regarding such claims or to dispute the scope of the release set

forth in this Agreement on the grounds that it is a general release and a release of unknown claims. Section 1542 reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. This Assumption of Risk, Waiver of Liability, and Indemnification Agreement is the full, final, and entire agreement between the undersigned and the Released Parties regarding the matters herein addressed. I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that the issue will be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association currently in effect. I further agree that if any portion of this Hot Air Balloon Agreement (including Assumption of Risk, Waiver of Liability, Covenant not to Sue, and Indemnification Agreement) is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I understand that photos taken during my excursion with PathFinder Balloons, LLC will be posted on their website for viewing and print ordering, on social media, or possibly used for marketing purposes. If there are any photos in which I am personally featured and I do not want them to be accessible on the PathFinder Balloons website, I agree to contact PathFinder Balloons, LLC and request that the photos I am in be taken off.

BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT.

#1 Passenger printed name

Signature of passenger or guardian of minor

Date

#2 Passenger printed name

Signature of passenger or guardian of minor

Date