

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of District Aviation LLC, Droplyne LLC, The Bureau of Land Management (BLM), the State of Arizona, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees") and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "District Aviation LLC"), I hereby agree to release, indemnify, and discharge District Aviation LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows: 1. I acknowledge that my participation in Hot Air Balloon Activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: the forces of nature, including high winds, sun, downdrafts, thermals, becalming, micro meteorology, lightning, and rapid weather changes; changing visibility; the hazards of being struck or burned by the equipment, slips and falls; heat exhaustion, sunburn, dehydration; major injuries are a risk as are sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; equipment failure and/or operator error; loss of flying control, including collapse, change in direction or flight path, rapid rate of descent and ascent; high altitude; collision with other aircraft or other objects including but not limited to power lines, trees, and buildings; the risk of exposure to insects and encounters with wildlife; collision while landing with fixed objects or people; transmissible pathogen or disease; accidents or illness can occur in remote places without medical facilities; and the equipment itself may fail. Furthermore, District Aviation LLC personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. 2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate irrespective of the risks. 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless District Aviation LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of District Aviation LLC's equipment or facilities, including any such claims which allege negligent acts or omissions of District Aviation LLC. 4. Should District Aviation LLC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. 6. In the event that I file a lawsuit against District Aviation LLC, I agree to do so solely in the state of Arizona, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against District Aviation LLC on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at District Aviation LLC. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

William Wentz


Signed by William J Wentz on 2024-01-11 19:09 GMT.