



707-944-4400 or 855-944-4408
6525 Washington Street
Yountville, CA 94599
nvaloft.com

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Notice: By signing this agreement, you are forever releasing and waiving your rights to make a claim for injuries or damages against Napa Valley Aloft, INC. Read this document carefully before signing

1) I acknowledge that I have voluntarily applied to participate in Hot Air Balloon flights and associated activities to be conducted by; Napa Valley Aloft, INC. **Napa Valley Aloft** takes several steps to minimize to the practicable extent the exposure to and spread of the virus COVID-19. As appropriate, NVA applies safety protocols that employees and passengers can take to protect themselves and encourages all passengers to discuss their specific needs with a family physician or other appropriate health or wellness professional before reserving this balloon ride. NVA does not take any responsibility for any virus transmission or infection during your hot air balloon ride or vehicle transportation. By signing this document, you certify you are not currently experiencing symptoms possibly related to Covid-19, nor have been exposed to someone with Covid-19 for the past 48 hours.

2) 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 Company 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.

3) I am aware that Hot Air Balloon activities are a potentially hazardous activity. Some of the risks include, but are not limited to, loss of or damage to personal property, arrest for trespassing or other violations of the law, serious bodily injury or fatality due to capsize of basket, or other vehicle, collision with obstacles on the ground or in the air, accident or illness in remote places without medical facilities, immersion in water, and hypothermia, falling from a balloon while in the air or on the ground, fire or flame and temperature extremes or inclement weather. I am voluntarily participating in these activities with knowledge of the danger involved, and I hereby agree to accept and assume any and all risks of injury or death.

4) As a passenger, I agree to help make the flight safer by pointing out any potential hazards within areas of operations. I also agree to follow the pilot’s instructions throughout the duration of the launch, flight and landing of the balloons.

5) **By signing this agreement, I certify that I have no physical or mental condition that prevents me from participating in any balloon activities, including but not limited to pregnancy or heart, back, or altitude conditions.** _____ initials.

6) In consideration for being permitted by Napa Valley Aloft, INC herein referred to as *NVA*, to participate in these activities and use of their facilities, I hereby agree that I, my assignees, heirs, distributes, guardians, and legal representatives will not make any claim against, sue, or attach the property of *NVA*, associated landowners and its agents, employees, and contractors for any injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent. or contractor of *NVA*, as a result in my participation in Hot Air Balloon flights and associated activities. I hereby release *NVA*, its agents, servants, and employees, from all actions, claims, demands, that I, my assignees, heirs, distributes, guardian, and legal representative now have or may hereafter have for injury or damage resulting from my participation in Hot Air Balloon flights and land owner associated activities. Further, I agree to indemnify and hold harmless *NVA*, and its agents, associated landowners, servants, and employees against any claim for injury or damages that I may sustain as a result of my participation in any of the activities of *Napa Valley Aloft, INC*.

7) I grant to Napa Valley Aloft Balloon Rides, the right to use photographs of me or in which I am included on their website, social media and solely for that purpose-and release them from any monetary claims related to said photographs. I stipulate these photographs are not to be sold or given to anyone other than myself or used for any other purpose. Initial consent: _____

8) I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Napa Valley Aloft, INC and sign it of my own free will.

Executed at: 6525 Washington St., Yountville, CA 94599 Date: _____

X _____, _____
Passenger Signature Print Name Clearly

Phone Number: (____) _____ - _____ (Parent/Guardian of Passenger) _____