

# 2017 International Santa Fe Trail Balloon Rally – Raton, NM

## Entry Agreement and Acknowledgement of Responsibility

If accepted to participate in the International Santa Fe Trail Balloon Rally 06/30 thru 07/02/2017, I will pilot only the balloon(s) in which I am registered and agree to the following:

As a condition of entry, I agree to not conduct any operations involving balloon rides for hire, during International Santa Fe Trail Balloon Rally events.

I hereby agree to have in force during the Santa Fe Trail Balloon Rally a balloon insurance policy in the minimum amount of \$500,000 bodily injury, \$100,000 minimum property damage and \$100,000 minimum passenger liability for each and every passenger I carry (zero dollar liability deductible); through an insurance company with BEST rating of at least B+ (or its equivalent if the company is not domiciled in the United States). I understand the total number of passengers I carry may not be more than is allowed by my insurance coverage and the balloon manufacturer's limitations. I agree to maintain an automobile policy for my chase vehicle in the minimum of \$50,000 personal injury and \$10,000 property damage.

I understand that the pilot of each balloon has full and complete authority over the balloon and is responsible for all decisions to be made associated with the balloon on the ground and in the air. Officials of the Santa Fe Trail Balloon Rally may supply information, guidance or data, but I understand that I act, or rely, on all such information at my own risk/peril and the Santa Fe Trail Balloon Rally assumes no responsibility for the completeness or accuracy of such information. I agree that none of the flights are mandatory and that I will make all flights at my option.

I hereby declare that I am participating in the Santa Fe Trail Balloon Rally of my own free volition. I understand that ballooning is dangerous and I assume all risks and dangers associated with ballooning in this rally. I agree that the organizers and sponsors of the Santa Fe Balloon Rally are providing me with the facilities and means for my participation in this event and in no way do they supersede the responsibilities of the Pilot in Command, as shown in the FARs, or otherwise.

The Santa Fe Trail Balloon Rally organizers may at any time and at their sole discretion cancel any or all of the Santa Fe Trail Balloon Rally and the Santa Fe Balloon Rally may cancel my participation at any time and at its sole discretion.

I hereby give permission, without any restriction, to Santa Fe Trail Balloon Rally and its assigns, to use still and motion pictures and sound recordings of me, my balloon, equipment, chase crew members, employees and agents for news, advertising, promotional media and commercial uses.

I agree that this Agreement is a New Mexico contract and it is to be governed by the laws of the State of New Mexico, and that I hereby submit myself to the jurisdiction of the New Mexico courts in Colfax County, concerning any claims arising out of the Santa Fe Trail Balloon Rally or this Agreement. This Agreement, including the Official Pilot Application and Entry Agreement, General Information, Certificate of Insurance and additional forms, contains all the terms and conditions agreed to by the parties hereto, and no other agreements or discussions, oral or written, regarding the subject matter of the Agreement shall be deemed to exist or bind any of the parties hereto.

BY MY SIGNATURE BELOW, I CERTIFY THAT ALL INFORMATION CONTAINED ON THE PILOT APPLICATION IS ACCURATE AND I ACCEPT THE TERMS OF THE ENTRY AGREEMENT ABOVE. I AGREE TO COMPLY WITH ALL FAA REGULATIONS, AND AGREE TO HOLD HARMLESS FROM ANY DAMAGES, THE FOLLOWING: INTERNATIONAL SANTA FE TRAIL BALLOON RALLY, RALLY ORGANIZERS AND SPONSORS, CITY OF RATON, NM AND COLFAX COUNTY.

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Pilot's Name (print)

\_\_\_\_\_  
Pilot's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Balloon Owner's Name (print)

\_\_\_\_\_  
Balloon Owner's Signature

\_\_\_\_\_  
Date