

BEYOND, INC.

13019 S Chippewa Cir • Olathe, KS • 66062
913-744-7170 • www.BeyondBallooning.com

Hot Air Ballooning is a fun and exciting outdoor activity, the following information should help you better prepare for your adventure... Thank You! ~ Enjoy the Flight!

- ❖ You should dress according to the temperatures outside; as if you were going on a hike. Please note: **NO** open-toed shoes, flip flops, high heels, dress shoes or dress clothes (example: suit, tie or dress).
- ❖ You may bring any light weight small purse or hand bag with phone/cameras etc... (charge batteries).
- ❖ There are no on-board restrooms or refreshments. Please plan your time accordingly.
- ❖ There may be physical activity (example: walking through a field, climbing in/out equipment). If you have any physical limitations or requirements, you must notify Beyond, Inc. prior to the flight.
- ❖ Balloon flights range anywhere from minutes to hours. Beyond, Inc. does not guarantee a flight time or a specific altitude height. Most flights will last around 30 minutes up to an hour or more, flying from 1 ft. to well over 1000 ft. Weather conditions, launch & landing sites, many other factors will dictate all flights. You are purchasing a balloon flight; not a specified elevation or time in the air.
- ❖ It is likely that weather conditions anywhere may force you to be re-scheduled once, twice or maybe several times before your flight occurs. You must be very flexible in your scheduling, we ask and we thank you ahead of time for your patience & understanding. We do not control the weather.
- ❖ All persons should be able to stand on their own for around an hour. They should be able enter/exit and see over the side of the basket/gondola (approx. 3 ½ feet). Recommended min. age is 11 & up.
- ❖ The total ballooning activity time from meeting through flight & return is approximately 3 hours or longer. Please plan other events before & after your flight with this in mind, you MUST arrive on time.
- ❖ Beyond, Inc. its pilots and crew will do their best to ensure a safe and enjoyable experience.
- ❖ All flights occur within 2 hours after sunrise or within 2 hours before sunset. Meeting times will be approx. 1 hour before flight time, and will vary throughout the year according to sunrise/sunset.
- ❖ If you purchase a ride with 1 - 3 passengers, the possibility exists that you will be scheduled to ride with another group of 1 - 3 passengers.
- ❖ To safely operate any aircraft, adherence to load/weight limitations is required. Flights are based upon temperatures & weights at take-off; NOT - # number of occupants. The possibility of weight verification does exist. We also reserve the right to refuse service to any passengers who might pose any type of threat to the safety of any other passengers, crew, pilots, aircraft or the flight itself!

- ❖ Hot Air Ballooning is extremely weather dependent. Flights may be cancelled due to the following:
 - (1) Wind: Passenger flights will NOT occur in surface winds at launch of over 10 mph - (Depending on the forecast) or with gusty, strong & unstable winds aloft - we may have to cancel/reschedule flight.
 - (2) Temperatures: Balloons fly year-round, the majority of passenger flights occur in Spring, Summer & Fall. But, for the Safety of everyone involved, we will not fly on cold or on overly hot, humid days.
 - (3) Environmental: Balloons do not fly in or near storms (snow, ice, rain, thunder and lightning). Low cloud ceilings, fog and/or forecasted inclement weather, may all be reasons for cancellation.
 - (4) Other: Any other condition that may cause a flight to be cancelled (example: flooding and/or Muddy conditions caused by too much rain etc...)

Normal Pricing for 1 - 4 passengers is a total of \$250 per person. At Balloon Events, with larger groups, or special occasion prices may go down to \$200 each, please contact us for more information or a quote.

- ❖ SCHEDULING POLICY: When you return your documentation and payment; you must choose your first scheduled flight date. Date should be as far in advance as possible from when Beyond, Inc. receives your completed paperwork. After date is selected, if you need to change the flight date, a minimum of 48 hours is required! ***(Times/Dates may be more flexible during Special Balloon Event Schedules!)***
- ❖ If after your first specific flight date, you do not have a preference when you would like to fly, we can place you on an "ON-CALL" list. We will attempt to notify you as far in advance as is feasible before a possible open flight date. Please let us know, we will be happy to work with you until your flight.
- ❖ ***If conditions are favorable on your scheduled flight date and you do not show up for your scheduled flight; & we do fly - then you will not be allowed to reschedule or be eligible for any refund!***
(You have purchased & booked a spot on a flight - just like on an Airline you MUST arrive on time!)
- ❖ REFUND POLICY: A fully paid flight is good for up to 5 years from the date of purchase. If however, for some reason, you would like a refund, the following policy applies:
 - A) 100% refund is available up until your 1st scheduled flight. ***(During Balloon Events contact us!)***
(48 hours advanced notice required) (Special Balloon Events fully refundable till end of event)
 - B) After your 1st scheduled flight; a \$25 per person re-scheduling fee will be deducted from any refund. \$25 fee for each subsequent re-scheduling. ***(Does Not Apply at Special Balloon Events!)***
(Example: \$250 flight purchase, 8 re-scheduled dates deduct = \$200, max. total refund = \$50)
(Please remember the flight is still always available for up to 5 years from the date of purchase!)

We have nearly 50 years of ballooning involvement/knowledge, Flying locally in the area, as well as Regional, National & International experience. We are a full service Balloon Operation, Handling Balloon Rides, Balloon Equipment Sales, Flight Training, Advertising & Promotions, also Managing Balloon Events or Competitions.

If you have any questions, please feel free to text, call or email!

We would be more than happy to help!

~ See you in the Sky ~

~ 913 - 744 - 7170 ~

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Please fill out the below information sheet & return it with all participants signed waivers & payment(s)
In full; as far in advance of your scheduled flight date as is possible. Please print CLEARLY.
(During Special Balloon Events Please Contact Us for more Exact Scheduling)
(Information provided is for Beyond, Inc.'s use only).

Contact Name: _____ Preferred Date of Flight: _____

Mailing Address: _____ 1st Choice: _____
2nd Choice: _____

Phone Number: (C) _____ (W) _____ (H) _____

Email Address: _____

All fields required for each person

Participant #1 Name: _____ Participant #2 Name: _____

Age: _____ Weight: _____ (lbs) Height: _____ Age: _____ Weight: _____ (lbs) Height: _____

Participant #3 Name: _____ Participant #4 Name: _____

Age: _____ Weight: _____ (lbs) Height: _____ Age: _____ Weight: _____ (lbs) Height: _____

Amount Due = \$250 per person x _____ (# of participants) = TOTAL \$ _____

Please check the appropriate box:

- Enclosed is a Personal or Cashier's Check, must be made out to Beyond, Inc. for my payment in full.
 I wish to pay using my Pay Pal Account or a Credit Card, Please call, go online and/or email Beyond Inc.

| | | |
|---|---|---|
| Office Use Only: | Rescheduled: 1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ 9__ 10__ | |
| <input type="checkbox"/> Payment Rec'd \$ _____ | <input type="checkbox"/> All Waivers Rec'd _____ | <input type="checkbox"/> 1st Flight Scheduled _____ |
| Notes: | | |

RELEASE OF LIABILITY FOR HOT AIR BALLOON ACTIVITIES

(THIS RELEASE LIMITS YOUR RIGHT TO RECOVERY OF DAMAGES IN CASE OF AN ACCIDENT!)

I, _____ (print full name) - (required for each passenger)!
Hereby acknowledge that I have VOLUNTARILY applied to participate in hot air ballooning activities.

I understand and I am fully aware that there is a risk involved with hot air ballooning, and that there is an inherent possibility of danger which may result from that risk.

I understand and I acknowledge that, in hot air ballooning, the flight of the hot air balloon is controlled by the natural wind and other elements. Winds can be unpredictable, changing and dangerous. The winds do change & are different at various altitudes. I understand and acknowledge that I will take-off, fly and land in such winds.

I understand that the hot air balloon will fly at various altitudes during my flight.

I understand that hot air balloon equipment involves the use of propane or other flammable and/or combustible materials.

I understand also that the property, from which the take-off and/or the landing of the hot air balloon is to occur, may be remote, desolate and might not be in a safe condition.

I understand that various natural & manmade obstacles may effect the flight of the hot air balloon. Rocks, Trees, fences, electrical power lines, & other such things may pose a risk to the hot air balloon & its participants.

As a result of all the risks associated with hot air ballooning; the possibility does exist that severe injury or death could occur. I completely understand, I am fully aware and I accept that I could be SERIOUSLY INJURED or KILLED while participating in this activity.

In voluntarily participating in this activity, I promise that I will attend the pre-flight briefing provided by the pilot of the hot air balloon in which I am riding. I will follow all instructions and directions given to me by the pilot. I will assure myself that I am comfortable with the pilot, the equipment, and all aspects of my participation in this activity. I will further note existing weather conditions. I agree that I will not participate in this activity until I feel confident & safe to participate.

With this full and complete understanding; of my own free will, I hereby agree to participate voluntarily in this hot air balloon activity. I also fully agree to and **do assume and accept any and all risk of injury or death** that may occur while I am hot air ballooning; whether during preparations, take-off, flight, landing, any type of travel to and/or from the take-off and/or landing areas.

I recognize that the **pilot of the balloon is in full and complete charge of the hot air balloon activity & is solely responsible** for all decisions made concerning all things and/or persons in or connected with the hot air balloon flight; including, inflation, liftoff, flight and/or landing(s). I do acknowledge their position & instructions.

I hereby irrevocably release Beyond, Inc., their pilots, crew, agents, successors, assigns, affiliates, employees, officers, directors, and legal representatives - known hereafter as (“the Released Party”) from all rights, claims, demands, causes of action which I, my successors & assigns may have against (the Released Party) in connection with the hot air ballooning activities. I agree that I, nor anyone on my behalf, shall make any claim against or institute legal proceedings towards (the Released Party), for injuries, damages or death relating to or resulting from, the hot air ballooning activities and/or use of the hot air ballooning equipment, the travel to/from, or the dangerous condition of any property upon which hot air ballooning activities may take place. (Even if any injury caused to me or my property is due to possible negligence of (the Released Party)).

I agree to hold harmless and indemnify Beyond, Inc., (the Released Party) for any loss, cost, expense, damage, injury or death arising from my voluntary participation in this hot air balloon activity.

I further understand & agree that this release extends to all claims of any nature/kind whatsoever, known, unknown, suspected, unsuspected or in any way arising out of or connected to all hot air ballooning activities.

I hereby and expressly waive any and all rights under the laws of the State of Kansas and/or any other state in which the hot air ballooning activity may take place, with regard to such claims.

I hereby accept and agree to the terms and conditions of this Release of Liability. This Release of Liability constitutes the final and entire agreement between (the Released Party) and the undersigned concerning this complete subject matter.

I certify that I am eighteen (18) years of age or older, or a legal parent/guardian of a participating minor. I (and/or minor) have no known medical or physical conditions that would prohibit me (or minor) from safely participating in any hot air ballooning activities, or that would interfere with the safety of any other passengers.

I HAVE CAREFULLY READ THIS RELEASE AND I FULLY UNDERSTAND ITS COMPLETE CONTENT.

I hereby agree to verify/confirm all my personal information & signature at the time of the flight.

(Print Full Name) (Signature) ~ (Date)

(Guardian Print Full Name, if required) (Guardian Signature, if required) ~ (Date)

MUST BE COMPLETED AT THE TIME OF BALLOON ACTIVITY:

Of my own free will, I do hereby verify and confirm, that I voluntarily have read, understood and previously signed this document. I fully acknowledge the content of this release and declare the above signature as mine.

(Print Full Name) (Signature) ~ **(Written Signature Only!)** (Date)

(Guardian Full Name, if required) (Guardian Signature, if required) ~ **(Written Signature Only!)** (Date)