

2026 GREAT TEXAS BALLOON RACE - VOLUNTEER WAIVER AND RELEASE

Organization: Great Texas Balloon Race, Inc.

Event Location: Longview Convention Center Complex, 100 Grand Blvd., Longview, TX 75604,
and various balloon launching and landing spots in and around Gregg County, TX

Volunteer Name: _____ (Hereafter referred to as “Volunteer”)

Address: _____

Mobile Number: _____ Email Address: _____

*Date of Birth: _____ *If under 18, parent/guardian must sign on page 2

Emergency Contact: _____
Name Relationship Mobile Number

Volunteer desires to work as a volunteer for Great Texas Balloon Race, Inc. (GTBR) and engage in related activities for GTBR at the “Great Texas Balloon Race” event scheduled for June 12-14, 2026 (Event). Volunteer activities are planned for June 5-15, 2026. In consideration of Volunteer’s agreement to **RELEASE** GTBR, as stated below, GTBR will allow Volunteer to participate in volunteer activities related to the Event and GTBR will provide Volunteer free admission to the Event and special access to certain balloon activities. Accordingly, after careful thought and consideration, Volunteer agrees to the following terms—including the **RELEASE** of GTBR:

*******VOLUNTEER COMPLETELY FORGIVES, RELEASES, ACQUITS, AND FOREVER DISCHARGES GTBR, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AS WELL AS GTBR’S SUCCESSORS AND ASSIGNS, FROM ANY AND ALL PRESENT AND FUTURE LIABILITIES, CLAIMS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, AT LAW AND IN EQUITY, AND ANY AND ALL PRESENT AND FUTURE DAMAGES, COSTS, AND ATTORNEYS’ FEES, WHICH ARISE FROM OR RELATE IN ANY WAY TO THE ALLEGED FAULT, CAUSATION, NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, PREMISES LIABILITY, BREACH OF CONTRACT, FAILURE TO WARN, BREACH OF DUTY, BREACH OF WARRANTY, STATUTORY VIOLATION, TORTIOUS CONDUCT, OR OTHER WRONGDOING OF GTBR OR ANY GTBR VOLUNTEER THAT IS RELATED IN ANY WAY TO THE EVENT OR VOLUNTEER’S PARTICIPATION IN VOLUNTEER ACTIVITIES. THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR PERSONAL INJURIES, ILLNESS, DEATH, AND LOST, STOLEN, OR DAMAGED PROPERTY. THIS RELEASE IS INTENDED TO BE EFFECTIVE THROUGHOUT THE PERIOD OF VOLUNTEER ACTIVITIES AND THE EVENT. VOLUNTEER ACKNOWLEDGES THAT ADEQUATE CONSIDERATION HAS BEEN GIVEN BY GTBR FOR THIS RELEASE, INCLUDING THE FREE ADMISSION DESCRIBED ABOVE. VOLUNTEER ALSO STIPULATES AND AGREES THAT THIS RELEASE MEETS THE REQUIREMENTS OF THE “EXPRESS NEGLIGENCE DOCTRINE” UNDER TEXAS LAW, AND IS “CONSPICUOUS” UNDER TEXAS LAW. VOLUNTEER**

WAIVES AND RELINQUISHES ANY AND ALL CLAIMS AND CAUSES OF ACTION COVERED BY THIS RELEASE.*****

Volunteer acknowledges that he or she is familiar with the Event Location, and understands the nature of the activities at the Event, including, but not limited to, hot air balloon rigging, fueling, launching, flying, landing, and disassembly; operation of a propane fueling station; and interactions with other people. Volunteer acknowledges the risks inherent in these activities, including, but not limited to, risks of personal injuries, illness, death, and property damage. Nevertheless, Volunteer desires to participate in the Event and related activities, and Volunteer assumes all risks associated with the Event and related activities.

Volunteer further acknowledges that an inherent risk of exposure to COVID-19 and other diseases exists in any public place. COVID-19 is a communicable disease that can cause severe illness and death. Nevertheless, Volunteer assumes all risks related to exposure to COVID-19 and other communicable diseases. Volunteer agrees to comply with all applicable health and safety protocols, guidelines, and requirements, including, but not limited to, those published by the Centers for Disease Control and Prevention (CDC).

Volunteer grants GTBR all right, title, and interest in all photographic images and video or audio recordings that are made by GTBR during Volunteer's work with GTBR, including, but not limited to, any royalties, proceeds, or other benefits that are derived from such photographs or recordings.

Volunteer expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by law, and shall be governed and interpreted under the laws of the State of Texas. Volunteer agrees that if any provision of this Waiver and Release is found invalid by a court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Waiver and Release which shall remain enforceable. Volunteer further agrees that this Waiver and Release shall be enforceable as a contract, and shall be binding upon, inure to the benefit of, and be enforceable by and against each party and their respective successors, assigns, heirs, and beneficiaries.

By signing below, Volunteer agrees to all of the terms of this document, including Volunteer's **RELEASE** of GTBR, as stated above. Volunteer has carefully read this entire document and understands that, by signing below, Volunteer is waiving significant legal rights.

Volunteer Signature: _____ Date: _____

Volunteer Printed Name: _____

*If Volunteer is under 18 years of age, Volunteer's parent or legal guardian must sign below:

I am the parent or legal guardian of the above-named Volunteer and I have the right to make decisions of substantial legal significance concerning Volunteer. I have read this entire Waiver and Release and I agree to all of its terms on behalf of Volunteer.

Parent/Legal Guardian Signature: _____ Date: _____

Parent/Legal Guardian Printed Name: _____