Sports Aviation Federation of Australia
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WARNING, RELEASE, INDEMNITY AND ASSUMPTION OF RISK

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THIS WARNING, RELEASE, INDEMNITY AND ASSUMPTION OF RISK MUST BE ACCEPTED, INITIALLED, SIGNED, DATED AND WITNESSED WHERE INDICATED AND PROVIDED TO YOUR FLIGHT OPERATOR AS A CONDITION OF YOUR FLIGHT.

PLEASE READ CAREFULLY AND ENSURE THAT YOU HAVE ADEQUATE PERSONAL INSURANCE.

RISK WARNING

Hang Gliding, Powered Hang Gliding, Paragliding, Powered Paragliding and Weightshift Microlighting, solely or in combination (the Activity) is a dangerous recreational activity which involves inherent, incidental and significant risks, including but not limited to, loss of control of an aircraft or equipment, uncontrolled descent, collision with objects (whether animate or inanimate) or property, collision with other persons, personal misjudgement, failure of equipment. The risks in participating in the Activity may result in or materialise in harm including physical harm such as injury, disability or death.

OBVIOUS RISK NOTICE

The Activity involves a significant risk of physical harm and is therefore a "dangerous" recreational activity which carries an obvious risk, including risk of serious injury. You acknowledge that neither the HGFA nor your flight operator is liable: in negligence for breach of duty of care, failure to warn or failure to exercise reasonable care and skill; for breach of contract for breach of an express or implied warranty, obligation, term or contractual duty of care; or pursuant to any statute, or statutory warranty or implied term, as a result of the materialisation of the obvious risk of the Activity engaged in by you.

I acknowledge that I am about to engage in a hazardous and dangerous activity and I have been fully warned of the risks involved.

Risk Warning & Obvious Risk acknowledgement:

_____ _____
[Participant's full name] [Witness full name]

_____ _____
[Participant's signature] [Witness signature]

Date _____ Date _____

Terms and Conditions

The Participant must initial each line below, confirming they have read each clause.

1. In consideration for the participation in the Activity, the Participant agrees: _____
(a) to be bound by the contents of this document;
(b) that it has capacity to enter into this document.

2. The Participant acknowledges and agrees that it hereby waives any liability for a breach of contractual, statutory or tortious duty of care for recreational activities and neither the HGFA nor the flight operator shall be liable to any person including the Participant for any liability with respect to any claim, whether that liability is based in:
(a) negligence for breach of duty of care, failure to warn or failure to exercise reasonable care and skill;
(b) breach of contract for breach of any express or implied warranty, obligation, term or contractual duty of care; or
(c) breach of any statute, or statutory warranty or implied term
for any injury, loss, damage, death, economic loss whatsoever suffered by the Participant or any person, whether consequential, direct or indirect, caused by or connected with the Participant's participation in the Activity. _____

3. The Participant releases, indemnifies and holds harmless the HGFA and the flight operator from or against all claims and all liability of any nature suffered or incurred by the HGFA, the flight operator, or the participant, howsoever caused and by whomever brought as a result of or arising out of or in connection with the Activity including any claims or liability based in:
(a) negligence for breach of duty of care, failure to warn or failure to exercise reasonable care and skill;
(b) breach of contract for breach of any express or implied warranty, obligation, term or contractual duty of care; or _____
(c) breach of any statute, or statutory warranty or implied term.

4. The contents of this document shall be a complete bar to any action, arising directly or indirectly out of the participation in the Activity, against the HGFA, the operator and any supplier of services, their directors, employees, agents, suppliers, contractors and insurers. _____

5. In the case of a warranty implied by Part 3-2 Division 1 Subdivision B of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) such warranty is excluded in respect of liability for death or personal injury. In the case of any warranty that cannot be excluded the liability shall be limited to the cost of supplying the services again. _____

6. The contents of this document shall also apply to any subsequent participation in the Activity and the subsequent provision of services by the operator and shall be binding upon the Participant's heirs, next-of-kin, dependants, executors, administrators and assigns. _____

7. This document shall be governed by the laws of Australia. In the event of any action arising out of or connected with participation in the Activity the action shall be extinguished, abandoned or discontinued if not commenced within one year of the date of participation. _____

I acknowledge that I have READ AND UNDERSTAND the above Terms and Conditions and AGREE TO BE BOUND by them.

Participant Name: _____ Signature:_____ Date_____

Witness Name: _____ Signature:_____ Date_____

In the case of a Participant under the age of 18:

1. In consideration for permitting the Participant to engage in the Activity, I warrant that I have full and complete authority to execute this as a binding and enforceable document and I release and indemnify the HGFA, the operator and any supplier of services and their directors, employees, agents, contractors and insurers against any claim, liability, loss or damage arising out of the participation in the Activity;
2. I am over the age of 18; and
3. I have read and understood the **Risk Warning** and **Obvious Risk Notice**, which form part of this document, and have conveyed them to the Participant.

Name of Parent or Guardian: _____ **Signature:**_____

Full Address: _____

Relationship with Participant: _____ **Date**_____