

Ballito Microlight Club

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EXCLUSION OF LIABILITY AND INDEMNITY AGREEMENT

Read these provisions before deciding whether to be involved in any form of flying activities related to flights conducted by member pilots of the Ballito Microlight Club, and any flights conducted from the Ballito Microlight Club. Signing this document results in your giving up valuable legal rights to sue parties involved and related to your flying activities, even if it is the result of negligence or even gross negligence. Flying can be considered a high-risk sports in injury is possible, as is the risk of death.

In consideration of(name of appropriately rated pilot), hereafter referred to as the Pilot allowing me, _____(full names); _____ years of age from _____(country), to partake in a recreational flight activity, it is agreed that:

1. ASSUMPTION OF RISK

1.1 I am fully aware that participation in recreational flights and all related activities are calculated, high risk activities that contain inherent risks and dangers (including serious injury or death) that no amount of care, caution, instruction, or expertise can eliminate. I voluntarily and freely choose to incur any and all such risks and dangers. By signing this document I acknowledge that I understand the scope, nature and extent of the risks involved in the activities contemplated by this agreement.

1.2 I further realise that there are risks involved which are unknown to me or unforeseeable

1.3 I further acknowledge that the risks and dangers are constantly changing and are numerous and not limited to, equipment failure, changing and unpredictable weather conditions, collisions with other aircraft, pilot error, negligence pilots, operators, and other participants, and therefore, all the risks cannot be set out as examples in this document.

2. EXEMPTION FROM LIABILITY

I, my heirs, executors, administrators or assigns or the participants or my estate hereby indemnify and hold harmless, now and in the future,

2.1 The Ballito Microlight Club; The Ballito Microlight Club Committee; any Ballito Microlight Club member; and

2.2 the pilot and/or any person assisting him/her, and any land-owners on whose premises the flying activities take place from any and all liability, claims, actions, and causes of action, whatsoever, arising out of any damage, loss, inclusive of my personal injury, my bodily injury, my death, and any damage to my property and/or any other personal or financial injury or loss, while upon the premises or in or around aircraft, motor units, or other vehicle, whether stopped or in motion, while participating in club flying, personal flying, demonstrations, training or any other activity, directly, or indirectly, contemplated by this agreement, including all associated activities, for example transportation, whether such loss, damage or injury results from the negligence or gross negligence, either active or passive, of any of the aforementioned people or entities.

4. HEALTH AND FITNESS

4.1 Flying can be a strenuous physical and mental activity. I confirm that I am mentally and physically capable of participating in these activities, and declare that I have no existing medical condition that would prevent me from participating in these activities.

5. CANCELLATION OF POLICIES AND COST OF RESCUE AND MEDICAL ATTENTION

5.1 I acknowledge that I am aware of the fact that my participation in the activities conducted, may result in the cancellation of any policies I may have, *inter alia*, medical aid, policies over my life, retirement annuities, or any other insurance policies.

5.2 I authorize the pilot, to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital that not any of the aforementioned people shall have any further responsibility for me.

5.3 Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless the pilot and/or any person assisting him/her from any costs incurred therein.

6. THIRD PARTY LIABILITY

I declare that, if, as a result of my negligence, or wilful misconduct, anyone suffers personal injury, death or financial injury, I hereby indemnify the pilot and/or any persons assisting him/her, for any damages they may suffer as a result of defending any action brought against them or being liable to any third person in connection with my aforesaid act or omission.

7. JURISDICTION

I agree that this agreement shall be governed by the laws applicable to the Republic of South Africa, and all disputes and matters arising from and incidental to this agreement shall be litigated on in the appropriate courts in the Republic of South Africa to the exclusion of the courts of any other country.

Please write out the following sentence in your own handwriting to indicate that you have read through and clearly understand the terms and conditions presented above.

I, (*full name*), understand that flying can be a dangerous sport that may result in injury, serious injury, paralysis, or even death. I further understand that this sport may not be covered by my medical aid, life policies, retirement annuities, and/or any other insurance policies. I sign this on the (*day*) of (*month*) of the year (*year*) at (*location*).

I HEREBY DECLARE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENTS AND IMPLICATIONS, AND SIGN IT OF MY OWN FREE WILL.

MEDICAL CONDITIONS (if any) : _____

SIGNATURE: _____

Signature of consent and name of parent/legal guardian (for persons under 18 years of age)

DATE: ____/____/____

Name of Guardian: _____

SIGNATURE (Witness): _____

DATE: ____/____/____

Name of Witness: _____

ID/PASSPORT No: _____

WEIGHT: _____ KG's

CONTACT No: _____

POSTAL ADDRESS: _____

POSTAL CODE: _____

EMAIL ADDRESS: _____