

Disclaimer

I.....(“the passenger”)

of.....

acknowledge and affirm

- 1. I am over the age of eighteen (18) years. DOB.....
- 2. I am not suffering from any illness.
- 3. I am not taking any medication.
- 4. I am not under the influence of alcohol or any other drug recreational or otherwise.
- 5. The carrier makes no warranty as to the airworthiness or safety of the aircraft.
- 6. I am aware the design, manufacture, and airworthiness of this aircraft are not required to meet any standard recognized by CASA.
- 7. CASA does not require the aircraft to be operated to the same degree of safety as an aircraft on a commercial passenger flight.
- 8. The passenger flies in the aircraft at his or her own risk and the passenger acknowledges the carrier is obliged by law to advise and have the passenger read the following.

WARNING

PERSONS FLY IN THIS AIRCRAFT AT THEIR OWN RISK

THIS AIRCRAFT HADS BEEN DESIGNED FOR SPECIAL OPERATIONS AND IS NOT OPERATED TO THE SAME SAFETY STANDARDS AS A NORMAL COMMERCIAL PASSENGER FLIGHT.

8. Interpretation

“aircraft” means Nanchan CJ 6A Trainer NND.

“the Activity” means adventure flights and the services connected thereto.

“CASA” means Civil Aviation Safety Authority

“Carrier” means a person or company who holds an Australian Operators Certificate or other operating approval authorising passenger charter, their directors, employees, agents, suppliers, contractors and assigns.

Initial here

RISK WARNING

This activity is a hazardous and dangerous activity and there is an inherent risk of injury, disability or death as a result of participation in such activity.

I acknowledge I am about to engage in a hazardous and dangerous activity and I have been warned of the risk.

Passenger Initial here

OBVIOUS RISKS

I know there are obvious risks involved in participation in this activity that could lead to death or injury.

Passenger Initial here

RELEASE, INDEMNITY and ASSUMPTION OF RISK

1. In consideration for the participation in the activity I agree to be bound by the contents of this document.
2. I fully accept and assume all liability for the risks, dangers and hazards of and the possibility of injury, danger of death from and in any way associated with, participation in the activity now and in the future.
3. I waive any and all claims against the carrier their directors employees or agents and release, indemnify and hold them harmless from any and all liability, actions, claims and demands of whatever nature however caused and by whomever brought as a result of and arising out of or connected with the activity including but not limited to claims of negligence, contract, breach of statutory duty or statute.
4. The carrier makes no warranty of any nature except those required by law. Liability for any warranty that cannot be excluded shall be limited to the cost of re-supplying services.
5. The contents of this document shall be a complete bar to any action arising out of participation in the activity against the carrier.
6. This document shall be governed by the laws of the state or territory where the activity takes place.
7. I also undertake and acknowledge that I have not relied on any representation or statement made in connection with the activity. This acknowledgement pre-empts anything else on which I might otherwise rely and will operate as an estoppel against any contrary intention.
8. If any part of this document is contrary to law or void, it shall be read down to the extent necessary for this document's validity and shall operate to the full extent permitted by law.
9. I fully understand that the purpose of this document is to exclude to a maximum extent permitted by law all liability for death or injury and I agree that this document must be interpreted to achieve that purpose and in any dispute must be interpreted against me and in favour of the carrier. I have adequate personal accident and life insurance and waive any claim through me by any insurer in my name on my behalf.
10. I agree that any information concerning me, however obtained, may be used and disclosed by the carrier.

.....Passenger Signature

Date.....