

GOLD COAST SPORTS FLYING TRAINING AND OTHERS GENERAL INDEMNITY

Parties to this agreement:

The indemnified

The persons and entities that are indemnified by this agreement are:

Gold Coast Sports Flying Trust training as Gold Coast Sports Flying Training, - **GCSFT** - and/or

Global Aviation Products Trust (Aircraft Maintenance), - **GAPT** - and/or

Global Aviation Products Pty Ltd (Corporate Trustees for **GCSFT** and **GAPT**), - **GAP** - and/or

Gold Coast Sports Flying Club Inc, - **GCSFC**- and/or

GoFly Global Pty Ltd (Supply Training Instructors and Compliance), - **GoFly**- and/or

Flight Leasing Pty Ltd (Aircraft owners), and/or

Sling Operations (Aircraft Operators), and/or

Independent Operators (Instructors).

All above collectively referred to as - **the indemnified**.

The Indemnifier

The persons that indemnify the indemnified are: Student, hiree, owners of aircraft for biennial review or any other person signing below.

For the purpose of this agreement, flying activities include but are not limited to the following indemnified activity:

- Flying as a Pilot, student pilot, crew member or passenger in recreational aircraft.
- Assist with, or observing the ground handling of a recreational aircraft.
- Otherwise observing the operation of a recreational aircraft.
- Biennial flight reviews.
- Any activity associated with above.

1. I understand that persons undertaking flying training and other types of flying in recreational aeroplanes are advised that there are risks involved. These risks cannot be specifically quantified, however, recreational aeroplanes used for pilot training are constructed, operated and maintained under exemptions from the regulations. These exemptions are from the regulations that apply to General Aviation aeroplanes. While similar rule sets apply to our organisation and replace those that we

are exempt from, it must be accepted that the overall safety of recreational flying is generally below the well-known commercial air transport standards in Australia.

2. I understand that recreational aircraft are not subject to the same airworthiness standards as general aviation or regular transport aircraft, nor are they required to comply with standard liability requirements for a Civil Aviation Carrier. The Aircraft was manufactured in accordance with Light Sport Aircraft Airworthiness Standard and does not conform to Standard Category Airworthiness. People flying in Light Sport Aircraft fly at their own risk.
3. By signing this form, I, the indemnifier, unconditionally and irrevocably indemnifies all the parties to this agreement, the indemnified, its independent contractors, employees, servants, agents, trustees, directors, club members, against any and all liability, cost, damages and losses to persons or property, claimed by me or my family, business, business partners, servants, agents or estate from the indemnified in relation to the identified activity. I agree to indemnify the parties to this agreement, its independent contractors, employees, servants, agents, trustees, directors, club members, etc from all liability, cost, damages and losses to persons or property, suffering or death associated with recreational flying activities or ground handling of recreational aircraft or otherwise observing the operation of a recreational aircraft, which claim which must be paid to the indemnified party immediately on demand.
4. This indemnity continues until the activity creating the risk of loss comes to an end, but will continue for any new activity, now or in future.
5. The indemnifier's obligation is a primary obligation and the indemnified is not obliged to proceed against any other person before making a demand for payment hereunder.
6. In addition to all other liabilities of the indemnifier under this deed, the indemnifier must pay on demand all costs and expenses in connection with the exercise of any right or remedy hereunder associated document.
7. The Indemnifier's obligations under this document are absolute and unconditional. They are not subject to any set-off, counter claims or conditions. In particular, the Indemnifier's obligations will not be affected by anything which might abrogate, prejudice or limit them or the effectiveness of this document.
8. By signing this form, I further agree not to pursue the owners or operators of the recreational aircraft associated with the indemnified, their employees, families, servants, independent contractors or their estates for any compensation or any claim as per par 3 above as may be claimed by myself, my family, my business, business partners, my servants, my employees or estate for any damage, loss, suffering, injury or death associated with recreational flying activities.
9. If I'm under the age of 18, parent guardian signing this agreement on my behalf and accept terms and conditions as stated.

The persons that indemnify the indemnified are the student or any other person signing below. I understand and agree to the above:

The Student and indemnifier:

Select Date

Student, Parent or Legal Guardian Signature on dotted line:

Legal Name

Email Address



X



Signature Certificate

Document name: GOLD COAST SPORTS FLYING TRAINING AND OTHERS GENERAL INDEMNITY

🔒 Unique Document ID: CCFB302FD4931E2750B3F81B69D3F2EED53C46AA

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

29 May 2021 8:59 PM AEST

Audit

GOLD COAST SPORTS FLYING TRAINING AND OTHERS
GENERAL INDEMNITY Uploaded by MARIETTE VAN
RENSBURG - info@gcsft.com IP 41.112.153.116



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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