

To be signed by Volunteers attending FunFlight Event in Victoria

**FUNFLIGHT 2017
DISCLAIMER AND INDEMNITY FORM (VICTORIA)**

Volunteer Name:	
Address:	
Date of Birth:	

NOTE TO VOLUNTEERS AND PARENTS/GUARDIANS: Where a Volunteer is under the age of 18, this form must be signed by both the Volunteer and his or her parent/guardian. Where the Volunteer is 18 or older, only the signature of the Volunteer is required.

I understand, acknowledge and accept that light aircraft travel and participating in FunFlight 2017 as a Volunteer carries with it the inherent or obvious risk of bodily injury (including permanent disability, paralysis and psychological harm) or death and property damage or loss. This potential harm, damage or loss may arise from occurrences including:

- pilot error or incapacity, aircraft engine failure, mechanical problems, electrical faults, hydraulic faults, fuel leaks, impact with other objects or aircraft, air traffic control errors, aircraft marshalling errors, weather conditions; and/or
- the failure or unsuitability of ground facilities (including fences and rails) to ensure the safety of persons or property at the event.

In consideration for being able to participate in FunFlight 2017, I agree:

- 1 to volunteer and participate in FunFlight 2017 at my own risk and to release FunFlight Limited and its respective directors, officers, servants, volunteers, representatives and agents, participating Aero Clubs and their servants and agents, pilots and owners of aircraft or other participants in FunFlight 2017 (collectively, **the Associated Entities**) from any liability for my death, bodily injury, loss or damage (including property damage or loss) howsoever caused (including by negligence) which may be sustained or incurred by me as a result of volunteering and participating in FunFlight 2017, except in regard to any liability which may not be excluded under Australian Law;
 - 2 that FunFlight Limited and the Associated Entities do not make any implied or express warranty that any services provided by FunFlight Limited in connection with FunFlight 2017 will be rendered with due care and skill or that the services and any materials provided in connection with those services will be fit for the purpose for which they are supplied, with the exception of any warranty that cannot be excluded under Australian Law; and
 - 3 to indemnify and hold harmless FunFlight Limited and the Associated Entities against any liability, claims, actions, loss or damage sustained by one or more of them arising out of or in connection with volunteering and my participation in FunFlight 2017.
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WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you —

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

VOLUNTEERS TO SIGN

Signed by Volunteer:	
Date:	

PARENT/GUARDIAN CONSENT – PERSONS UNDER 18 YEARS OLD

I.....[print name] of[address] am the parent/guardian of the above-named ("the minor") who is under 18 years old. I have read this document and understand its contents, including the exclusion of liability, indemnity and assumption of risk, and have explained the contents to the minor. I consent to the minor volunteering in and attending the 2017 Fun Flight Event at his/her own risk.

Signed by Parent/Guardian	
Date:	
