

# **Assumption of Risk, Declaration, Waiver and Indemnity & Terms and Conditions of Entry**

**NOTICE: This release form is a contract with legal consequences. Read it carefully before signing.**

In consideration of the acceptance of my request to have access to, to fly any type of model or radio controlled model aircraft (hereafter called "the aircraft"), and use of, OUDTSHOORN SCALE 50<sup>th</sup> Event 2019 ("the event"), I hereby freely and voluntarily agree to the following representations, waivers and agreements.

## **1. Assumption of Risk**

- 1.1 I certify that I have been advised that and am aware that participation in the event involves significant risk of injury, trauma, harm and damage to me, other participants, spectators and other persons attending or in the vicinity of the event and with this knowledge I voluntarily participate in the event fully accepting all such risks if they arise which may result in personal injury, death and damage.
- 1.2 I am aware that the event will take place at a time and location that may make access to medical treatment and facilities difficult and radio controlled aircraft is potentially dangerous and my participation may result in injury, trauma, death or damage to myself or other people.
- 1.3 I agree that I alone am responsible for (a) my proper preparation and safety while operating the aircraft as a pilot, or in any other capacity; (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my use and operation of the aircraft; and, (c) compliance with all applicable Laws of South Africa, and/or Regulations of SAMAA which govern the safe and proper operation of aircraft.

## **2. Representations and Warranties**

I represent and warrant to CANGO FLYING CLUB that:

- 2.1 I am in sufficiently good physical condition to safely participate in the event and have no disability, impairment or ailment that will prevent me from safely participating in the event or that will be detrimental to my or any other person's health, safety or physical condition while participating in the event or while at or near the event.
- 2.2 I will be at least 18 years of age on the 19th of September 2019.
- 2.3 The answers and information I have given in the registration form are all true and correct and that CANGO FLYING CLUB has relied on the answers and information in permitting me to participate in the event.
- 2.4 I understand that this document is binding on me and creates an enforceable legal relationship between me and CANGO FLYING CLUB.

## **3. Consent to treatment**

- 3.1 I agree that if I suffer injury CANGO FLYING CLUB may at my expense arrange for me to receive medical treatment and emergency evacuation services as CANGO FLYING CLUB deem appropriate and I understand that any personal injury that I incur may be worsened or compounded by not only my actions but by the actions, omissions or negligence of others.
- 3.2 I agree that I am responsible for my own medical insurance as well as insurance for my personal belongings.

## **4. Extended Personal Liability**

- 4.1 SAMAA supply liability coverage for all aircraft, except those falling outside the SAMAA maximum regulations, in such instances it is not necessary for a participant to purchase any further Extended Personal Liability Policy. Extended Personal Liability Policies has to be obtained by all participants in excess of these measurements.
- 4.2 As the legal liability insurance coverage under SAMAA follows the pilot (and not the aircraft) and allows that pilot to fly other non-owned aircraft, it is necessary for each participant who fly or control, or are in any way involved in the flying of an aircraft falling outside the SAMAA maximum regulations to purchase his/her own Extended Personal Liability Policy.
- 4.3 I confirm that in the instance of myself flying, controlling, or in any other way be involved in the flying of an aircraft falling outside the SAMAA maximum regulation I have obtained sufficient Extended Personal Liability Insurance at my own cost.
- 4.4 And for the consideration aforesaid in clause 4, I do hereby covenant and agree that I will hereafter indemnify and save harmless the said **CANGO FLYING CLUB** to all claims and demands in respect of the operation of my radio controlled model aircraft falling outside the SAMAA maximum regulations, and covenant and agree to pay and discharge all damages, losses, costs, charges and expenses which the **CANGO FLYING CLUB** or any members of the public from time to time may sustain or incur or be liable for in consequence of the operation of my radio controlled model aircraft.

**5. Indemnity**

- 5.1 I hereby further unconditionally indemnify and hold harmless, and shall keep indemnified and held harmless CANGO FLYING CLUB, its members, officers, agents, marshals, helpers, sponsors, local authorities or their employees and proprietors of any land on which the event or any part of it is conducted from and against all liabilities, claims, suits, demands, expenses, costs, actions and proceedings of any nature whatsoever that may be brought against CANGO FLYING CLUB as a result of or in connection with any act, omission, default, failure or error on the part of CANGO FLYING CLUB, including any negligent act, omission, default, failure or error occurring wholly or partly during the event.
- 5.2 I hereby unconditionally indemnify and hold harmless, and shall keep indemnified and held harmless CANGO FLYING CLUB, its directors, officers, agents, marshals, contractors, helpers, sponsors, local authorities or their employees and proprietors of any land on which the event or any part of it is conducted as a result of, or arising out of, whether directly or indirectly, the participants arrival and departure there from, attendance at registration, prize-giving or other function thereof, any loss or damage to aircraft, other property or other equipment, however such loss or damage may arise regardless of whether or not the same shall have been caused directly or indirectly by the negligence, albeit gross, of one or more of all the aforementioned parties as set out.
- 5.3 I agree that CANGO FLYING CLUB will not be liable for and I waive any right to claim any loss or damage, personal injury, death, economic loss or consequential loss whether in tort, in contract, under statute or otherwise, for any default, failure, negligence or error on the part of CANGO FLYING CLUB.
- 5.4 I agree that CANGO FLYING CLUB’s liability under any statutory right or any condition or warranty implied or any relevant legislation which cannot be lawfully excluded is, to the full extent permitted by law, limited to payment by CANGO FLYING CLUB of the cost of having the event supplied again.
- 5.5 I accept that I take part entirely at my own risk.

**6. Terms and conditions of entry**

- 6.1 I am duly aware of the risks and hazards inherent upon entering the event locations and participating in the event.
- 6.2 I enter the event at my own risk and responsibility and I have informed myself of the nature of this event and am aware that I will be exposed to risks that I am not normally exposed to.
- 6.3 I have read and I agree to the Terms & Conditions of entry to this event.
- 6.4 I confirm that I am an age of legal consent (that is 18 years or older in South Africa) and that I have read and understood this Assumption of Risk, Waiver of Liability Agreement and Terms & Conditions prior to signing it and agree that this agreement will be binding upon my heirs, next of kin, executors, administrators and successors.
- 6.5 I confirm that I am a fully paid-up member of SAMAA.
- 6.6 Persons signing this form as a guardian of a minor hereby consent to such minor being bound by the aforementioned to the extent, if any, to which such minor is not capable of waiving his/her rights as stipulated above.
- 6.7 The participant choose as his/her domicilia citandi et executandi the addresses mentioned in this agreement, but such domicilium may be changed by written notice from such party to CANGO FLYING CLUB with effect from the date of receipt or deemed receipt by the latter of such notice.
- 6.7 Photographic and video material taken by CANGO FLYING CLUB at the event may be used for publicity in future.

This document contains the entire agreement between the parties and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF (AND ON BEHALF OF A MINOR UNDER AGE 18 IN MY LEGAL CUSTODY, IF PARTICIPANT IS A MINOR) AND CANGO FLYING CLUB, AND/OR ITS AGENTS, AND AFFILIATED ORGANIZATIONS OR ENTITIES AND SIGN IT OF MY OWN FREE WILL.**

Full name: .....

ID number: .....

Address: .....

Cell: .....

Date: .....

Signature: ..... Print Name: .....

Witness: ..... Print Name: .....