

OZSKYDIVING.COM.AU

ABN: 5502 6470 067

INDEMNITY AGREEMENT

SURNAME: GIVEN NAMES

ADDRESS:

POSTCODE:

PHONE: (hm) (wk)

EMAIL:

D.O.B.:/...../..... AGE:

WEIGHT: (kg) HEIGHT: (cm)

DECLARATION OF INDEMNITY

I hereby acknowledge that of my own free will and desire I have contracted with **OZSKYDIVING.COM.AU** (hereinafter called the 'DZ') for the purpose of receiving instruction and training in parachuting and/or making descents by parachute from aircraft and **I DO HEREBY UNDERTAKE TO INDEMNIFY** the proprietor of the DZ, Ian McGregor, his partners, contractors, servants, agents and employees from and against all liabilities, loss, damage, cost and expenses incurred by them as a result of any action, proceedings, demands or claims taken or made by me or my heirs, executors or administrators as a result of injury or death suffered by me resulting from or relating to such parachute jumping or any activities of the said DZ during such instruction and or training and any time thereafter.

WARNING!

Parachuting is dangerous. Where a person is a consumer as defined by any relevant law such as the *Trade Practices Act 1974* (Cth) or similar State law, then certain terms and rights will be implied into a contract for the supply of goods or services for the benefit of that person. These terms and rights and any liability of this DZ flowing from them cannot be excluded, restricted or modified by any contract. In all other cases and except where inconsistent with the above, any person parachuting, learning to parachute, training to parachute, flying in any aircraft being used for or in connection with parachuting, participating in any activity carried on by this DZ or visiting the DZ's premises to watch persons participating in any activity carried on by the DZ ('the Activities') **DOES SO ENTIRELY AT HIS/HER OWN RISK.** It is a condition of admission of this DZ, attendance on any premises owned or used by the DZ (including aircraft used in parachuting), or taking part in any of the Activities that the person, for him/herself, his/her heirs, executors and administrators, hereby waives and releases the DZ, its office-bearers, committee-persons, members, servants or agents and the Australian Parachute Federation (APF) and its affiliated Councils, their office-bearers, committee-persons, members, servants or agents, ('the Released') from any or all claims, rights or causes of action against the Released that the person, his/her heirs, executors or administrators may have in respect of any loss of life or injury, damage or loss of any description and howsoever caused (including negligent act or default and/or omission or breach of duty of the Released or otherwise) arising out of or relating to attendance on any premises owned or used by the DZ (including aircraft used in parachuting), or taking part in any of the Activities **DOES SO ON THE ACKNOWLEDGEMENT THAT THEY DO SO ENTIRELY AT THEIR OWN RISK.**

ASSUMPTION OF RISK AGREEMENT

In consideration of the DZ, allowing me the privilege of utilizing a parachute pack assembly owned by the DZ for the purpose of my performing a Parachute Jump, I agree that:

- (1) **EXEMPTION FROM LIABILITY:** I exempt and release the DZ, its office-bearers, director, contractors, agents, servants, employees and shareholders, and suppliers of aircraft as well as the owners of land upon which the parachute jumping and related aircraft operations are conducted from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property while participating in any of the activities contemplated by this Agreement, whether such loss, damage, or injury results from the negligence of the DZ, its officers, directors, contractors, agents, servants, employees or shareholders or from some other cause.
- (2) **COVENANT NOT TO SUE:** I agree never to institute any suit action at law or otherwise against the DZ, its officers, director, contractors, agents, employees, servants or shareholders or suppliers of aircraft airlift or against the owners of land upon which the parachute jumping and related activities are conducted and, nor to initiate any or assist in the prosecution of any claim for damages or cause of action which I, my heirs, executors or administrators hereinafter may have by reason of injury to my person or to my property arising from the activities contemplated by this Agreement.
- (3) **INDEMNITY AGAINST THIRD PARTY CLAIMS:** I will indemnify, save and hold harmless the DZ, its officers, director, contractors, agents, servants, employees and shareholders and suppliers of aircraft airlift and the owners of land upon which these activities are conducted from any and all losses, claims, actions or proceedings of every kind and character which may be presented or initiated by any persons or organizations and which arise directly or indirectly by my activities or neglect while engaged in the activities contemplated by this Agreement.
- (4) **CONTINUATION OF OBLIGATIONS:** I agree and acknowledge that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in force and effect now and in the future at all times during which I participate, either directly or indirectly, in the activities of the DZ shall be binding upon my heirs, executors and administrators of my estate.

DECLARATION OF HEALTH

I HEREBY FURTHER DECLARE that my general health is good and that I suffer no health related problems or disability which could preclude my participation in parachuting and its associated activities. **I DECLARE** that I have not taken any **PRESCRIBED DRUGS** which may impair my reaction time or judgement and that I have not **SCUBA DIVED** within the previous **48 HOUR** period or as otherwise specified in ATTACHMENT 'A'.

IMPORTANT: YOU MUST READ THE ABOVE INDEMNITY AGREEMENT CAREFULLY BEFORE SIGNING

I HAVE READ, or have had read to me, the above **INDEMNITY AGREEMENT** and **FULLY UNDERSTAND** the terms and conditions herein.

SIGNED: DATE:/...../.....

WITNESS: DATE:/...../.....

NOTIFY IN CASE OF EMERGENCY (Please Print)

NAME: INFORMALLY KNOWN AS:

ADDRESS:

COUNTRY:

PHONE: (home) (work).....

Hangar 90, Caboolture Airfield. Qld, Australia 4510. Ph: 0450 30 5552 Email: jump@ozskydiving.com.au

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INDEMNITY AGREEMENT – ATTACHMENT ‘A’

PARENT / GUARDIAN’S CONSENT

If a person is under the age of 18 years, he/she must obtain the consent of his/her parent(s)/guardian(s) prior to commencement of training.

I HEREBY CERTIFY THAT I FULLY AND UNCONDITIONALLY AGREE to completely indemnify **OZSKYDIVING.COM.AU**, their partners, servants, contractors, agents and employees against all liability resulting from any injury or death that may be sustained by my son/daughter/ward, whilst participating in parachuting activities. **I HAVE READ AND UNDERSTAND** the above DECLARATION OF INDEMNITY, ASSUMPTION OF RISK AGREEMENT and DECLARATION OF HEALTH contained within the adjoining **INDEMNITY AGREEMENT** and agree that all shall apply to any activity undertaken by my son/daughter/ward at the DZ.

SIGNED: RELATIONSHIP:

DATE:/...../.....

WITNESS: DATE:/...../.....

MEDICAL HISTORY

(1) Do you suffer from a health related problem or disability which could preclude your participation in parachuting and its associated activities?
..... **YES / NO**

If ‘YES’, please provide details:
.....

(2) Have you taken any **PRESCRIBED DRUGS** which may impair your reaction time or judgement?
..... **YES / NO**

If ‘YES’, please provide details:
.....

(3) Have you **SCUBA DIVED** within the previous **48 HOUR** period?
..... **YES / NO**

If ‘YES’, please provide details:
.....

Pursuant to the DECLARATION OF HEALTH contained within the adjoining **INDEMNITY AGREEMENT** to which I have signed and in consideration of the above **MEDICAL HISTORY** provided by me, **I HEREBY DECLARE** that my general health is good and that I suffer no health related problems or disability which could preclude my participation in parachuting and its associated activities.

IMPORTANT: YOU MUST READ THE ENTIRE INDEMNITY AGREEMENT CAREFULLY BEFORE SIGNING

I HAVE READ, or have had read to me, the above **ATTACHMENT ‘A’** and adjoining **INDEMNITY AGREEMENT** and **FULLY UNDERSTAND** the terms and conditions herein. I also understand that by being permitted to sign this form constitutes my acceptance of all the terms and conditions contained herein.

SIGNED: DATE:/...../.....

WITNESS: DATE:/...../.....