



**NAME OF COMPANY OR PERSON CONDUCTING OPERATIONS:**

\_\_\_\_\_

**FULL NAME OF PARTICIPANT:** \_\_\_\_\_

**DOB:** \_\_\_\_\_ **MALE/FEMALE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**OCCUPATION:** \_\_\_\_\_

**TELEPHONE NUMBERS HOME:** \_\_\_\_\_ **WORK:** \_\_\_\_\_

**MOBILE:** \_\_\_\_\_ **E-MAIL ADDRESS:** \_\_\_\_\_

**RELEASE, ASSUMPTION OF RISK AND WARNING**  
***PLEASE READ CAREFULLY***  
***AND ENSURE THAT YOU HAVE ADEQUATE PERSONAL INSURANCE***

**Nature of Activity**

Hang gliding, para-gliding and weightshift microlighting, solely or in combination.

**Risk Warning**

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

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

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**Obvious Risks**

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

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***YOU MUST NOT PARTICIPATE WITHOUT READING AND SIGNING THIS DOCUMENT***

## 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 or death from, and in any way associated with, participation in the activity now and in the future.
3. I waive any and all claims I have or may have in the future against the owner or occupier (of any type of property, including real property), the operator and any supplier of services, their directors, employees, agents, suppliers, contractors and insurers 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 or arising out of or connected with the activity including but not limited to claims in negligence, contract or for breach of statutory duty or statute.
4. The contents of this document shall be a complete bar to any action arising out of participation in the activity against the owner or occupier (of any type of property, including real property), the operator and any supplier of services, their directors, employees, agents, suppliers, contractors and insurers.
5. In the case of a warranty implied by section 74 of the *Trade Practices Act* such warranty is excluded in respect of liability for death or personal injury. In the case of any warranty which cannot be excluded the liability shall be limited to the cost of re-supplying the services.
6. Any other warranty or term, whether express or implied, statutory or otherwise, including any warranty that services will be rendered with reasonable care, or to any similar or like effect, is excluded. In the case of any warranty which cannot be excluded the liability shall be limited to the cost of re-supplying the services.
7. The contents of this document shall also apply to any subsequent participation in the activity and the subsequent provision of services by the operator and shall be binding upon my heirs, next-of-kin, dependants, executors, administrators and assigns.
8. The contents of this document shall also apply to any related or associated activity, supply of goods, provision of services, carriage or transportation to or from or connected with the activity, and preparation or training and shall also operate for the benefit of all other suppliers, their directors, employees, agents and contractors.
9. If I am required to become a member of the body which regulates or administers the activity I undertake to comply and in any event I agree that whether or not I am required to join or in fact join such governing body:
  - (a) I will be bound by the rules and constitution of such governing body;
  - (b) the governing body and all members of the governing body will be entitled to the benefits, exclusions and limitations of this agreement as if parties; and
  - (c) I will not commence any proceeding against the governing body or any other member as a result of participating in the activity now or in the future.
10. This document shall be governed by the laws of the state or territory where the activity takes place and in the event of any action arising out of or connected with participation in the activity the action shall be commenced only in the Courts of that state or territory and shall be extinguished if not commenced within one year of the date of participation.
11. I also undertake and acknowledge that I have not relied upon any representation or statement made in connection with the activity or provision of services. This acknowledgement pre-empts anything else on which I might otherwise rely and will operate against any contrary assertion.
12. If any part of this document shall be contrary to law or void, in whole or in part, it shall be read down to the extent necessary in the relevant jurisdiction for its validity but otherwise shall operate to the full extent permitted by law in each and every jurisdiction. There shall be no amendment or variation other than in writing signed by the HGFA General Manager.
13. I fully understand that the purpose of this document is to exclude to the 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 operator. I acknowledge and understand that personal accident and life insurance is obtainable and waive any claim through me, by any insurer in my name or on my behalf.

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### Release, Indemnity and Assumption of Risk

14. **If you are participating in the activity in South Australia:**

You are about to do something which involves some risk to your safety. If you do it, you will give up your normal legal right to get compensation if you are hurt. You can only get compensation if we break our safety code. You can see this code if you want to. If you are worried, you should ask to see the code before going any further. It will tell you about the safety rules. This notice is given under section 6(2) of the *Recreational Services (Limitation of Liability) Act 2002*.

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15. **If you are participating in the activity in Victoria:** WARNING UNDER THE FAIR TRADING ACT 1999.

Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions 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 as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier. Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, 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" is defined in the Fair Trading (Recreational Services) Regulations 2004.

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16. For the purposes of the *Privacy Act 1988 (C'wlth)*, I agree that any information concerning me, however obtained, may be used as disclosed by the operator or at the operator's direction, as the operator thinks appropriate.

\_\_\_\_\_

[Signature/Date]

Sign here

\_\_\_\_\_

[Witness name/signature/ Date]

17. In the case of a participant under the age of 18:

18. In consideration for permitting the participant to engage in the activity, I warrant that I have full and complete authority to execute this as a binding and enforceable document and I release and indemnify the owner or occupier (of any type of property, including real property), the operator and any supplier of services and their directors, employees, agents, contractors, suppliers and insurers against any claim, liability, loss or damage arising out of the participation in the activity. I am over the age of 18.

\_\_\_\_\_

[Name of Parent/Guardian/Responsible Adult]

\_\_\_\_\_

[Relationship with Participant]

\_\_\_\_\_

[Address]

\_\_\_\_\_

[Signature/Date]

Sign here in case of minor

*If you want to know what rights you have in relation to this document, you should seek independent legal advice.*