



THE GLIDING FEDERATION OF AUSTRALIA INC

ABN: 82 433 264 48

C4/1-13 THE GATEWAY, BROADMEADOWS, VICTORIA 3047

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AAFC/AAL/SCOUT 9 DAY INTRODUCTORY MEMBERSHIP APPLICATION (QLD,TAS,NT,ACT)

SECTION 1: APPLICANT INFORMATION

Last Name:		Other names:	Gender: M / F
Preferred name		Occupation:	Date of birth
Residential Address:			Postcode:
Postal Address: <i>(if different)</i>			Postcode:
Phone:	Mobile:	E-mail Address:	

SECTION 2: RISK WARNING

Gliding, as with any recreational aviation activity, can be DANGEROUS. Any person participating in the sport of gliding, including learning to glide, flying in any aircraft being used in connection with gliding or learning to glide, does so at his/her own risk.

Any services provided to me by the Club and GFA are provided on the Terms & Conditions and Exclusions of Liability; and the Australian Consumer law; and Fair trading Act set out in Section 4,5 and 6 below

SECTION 3: APPLICATION

I hereby apply for Introductory Membership of The Gliding Federation of Australia (**the GFA**) and Membership of *gliding club* (**the Club**). In so doing, I agree to be bound by the governing rules of the club (**Governing Rules**) as amended from time to time and I agree to be bound by the Memorandum and Articles of Association of the GFA as amended from time to time and I also agree to observe and be bound by any Rules, Regulations and By-laws which may be passed or made pursuant to the aforesaid Articles of Association. This Introductory membership is valid for 9 days from activation of this signed form which should be retained by the member. It entitles the member to receive flying instruction for up to 10 flights and 5 hours, but solo flying is not permitted.

I declare that:

- I am over 18 years of age OR I am the Parent/Guardian of the applicant who has my permission to undertake gliding flights (strike out the irrelevant option);
- I have no disability or illness and I am not taking any medication which may cause me or any other person to suffer injury, or aggravate a pre-existing medical condition during gliding; and
- in the event of contracting or suspecting any disability or illness which may make me unfit to fly, I will cease flying until I have obtained a medical opinion that it is safe to do so

I do not wish the GFA to contact me for market feedback purposes

I further declare that I HAVE READ AND ACCEPT THE TERMS & CONDITIONS AND EXCLUSIONS OF LIABILITY AS SET OUT IN SECTIONS 4,5 AND 6 BELOW AND ON THE SECOND PAGE OF THIS FORM

Signature:	Date:
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Print name (if parent or guardian):	<i>If applicant is under 18, Parent / Guardian must sign on behalf of the applicant</i>
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Witness: I have witnessed the signature above and I am satisfied that the applicant understands the warning above.

Name & Address of witness:

Signature:	Date:
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SECTION 4: TERMS & CONDITIONS AND EXCLUSION OF LIABILITY

1. I acknowledge and agree that the activity of gliding is an inherently dangerous recreational activity, and gliding carries with it inherent and obvious risks, including the risk of injury or death.
2. I accept that engaging in the activity of gliding is **at my own risk** and accept all risks associated with gliding including the possibility of injury, death, loss or damage.
3. I acknowledge that I am contracting with the Club for the provision of gliding experience and/or gliding instruction services.
4. I agree that **I have been warned** by the GFA and the Club of the risks associated with gliding, including injury, death or loss or damage arising from or in connection with gliding.
5. I agree to obey and comply with all rules and directions made or given by the GFA, the Club, the instructor of the glider, the ground crew, in connection with gliding. If I fail to comply with any rule and/or direction, I accept that I will not be permitted to undertake gliding or to continue to glide.
6. I acknowledge and agree that, to the extent permitted by law, the GFA and the Club, their employees, instructors, contractors, sub-contractors and agents will not be liable for any injury, death, loss or damage suffered by me or by any other person arising from or in connection with my participation in gliding, or to my property regardless of whether such injury, death, loss or damage was caused directly or indirectly by any act or omission of the GFA and/or the Club, including the negligence of the instructor of the glider, or the ground crew. **I unconditionally release and hold harmless** the GFA, the Club, the instructor of the glider, and the ground crew from any and all claims and liabilities for any injury, death, loss or damage arising from or in connection with my participation in gliding.
7. All limitations, exceptions and conditions herein contained as to the liability of the GFA and/or the Club shall apply also to the liability, if any, of owners, charterers, lessee, lessor of the glider, and the GFA and/or the Club employees, instructors, contractors, sub-contractors or agents (hereafter referred to as Third Parties). The Club shall be deemed to contract on behalf of and for the benefit of all persons or companies who are or may be its Third Parties from time to time and all such persons shall to this extent be or be deemed to be parties to the contract contained in or evidenced by this document or the voucher presented to me and for the purpose of all the provisions of this contract, the Club is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons or companies who are or might be Third Parties from time to time and all such persons or companies shall to this extent be or be deemed to be parties to the contract.
8. I agree to **indemnify** the GFA, the Club, the instructor of the glider, the ground crew, and any Third Parties against:
 - (a) any claims made by or on behalf of me in respect of any injury, death, loss or damage to my person or property arising from or in connection with my participation in gliding; and
 - (b) all claims made by any other person against the GFA, the Club, the instructor of the glider, the ground crew, and any Third Parties in respect of any injury, death, loss or damage arising out of or in connection with my failure to comply with this contract or the GFA's rules and/or directions, or the Club's rules and/or directions, including the instructor's rules and/or directions.
9. To the extent permitted by law, I acknowledge and agree that all guarantees, warranties and covenants whether imported, expressed by law, and either in law, equity, under statute or otherwise, are hereby excluded.
10. If I suffer any injury or illness, I agree and consent that the Club may provide first-aid.
11. **Governing Law:** The governing law of this Agreement are the laws of the State where this Agreement is executed within the Commonwealth of Australia ('Jurisdiction'). Each party irrevocably and unconditionally consents and submits to the exclusive Jurisdiction of the courts of the State where this Agreement is executed within the Commonwealth of Australia and waive any right to object to the exercise of such Jurisdiction.

SECTION 5: AUSTRALIAN CONSUMER LAW EXCLUSION OF LIABILITY

By signing this form, I agree that any liability that the Club may have under the *Competition and Consumer Act 2010 (Cth)* in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)*) for any:

- a) death;
- b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c) the contraction, aggravation or acceleration of a disease;
- d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that:
 - i. is or may be harmful or disadvantageous to you or the community;
 - ii. may result in harm or disadvantage to you or the community;

suffered by me is excluded, and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

SECTION 6: EXCLUSION OF RIGHTS UNDER QLD, TASMANIAN, NT AND ACT LAW

For recreational services to which the Fair Trading Act 1989 (Qld), Australian Consumer Law (Tasmania) Act 2010 (Tas) or Fair Trading (Australian Consumer Law) Act 1992 (ACT) or Consumer Affairs and Fair Trading Act 1990 (NT) applies.

By signing this membership application form and declaration, I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of the GFA or the Club are expressly excluded to the extent possible by law, by this membership application form and declaration. I acknowledge and agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (Northern Territory) do not apply to the services provided to me. By signing this document I acknowledge that I have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.

To the extent of any liability arising, the liability of the GFA or the Club will be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.