

Membership Application

SECTION 1: APPLICANT INFORMATION							
Last Name:		First:		Other:		Date of Birth:	
Street Address:						Apartment / Unit No.:	
City:				State:		Postcode:	
Phone:	H:	M:	E-mail Address:				

I hereby apply for Full Flying/Associate/Introductory (delete as appropriate) Membership of the Beaufort Gliding Club Inc. In so doing, I agree to be bound by the governing rules of the club (**Governing Rules**) as amended from time to time.

I agree to observe and be bound by any rules, regulations and by-laws which may be passed or made by the Club pursuant to the Governing Rules.

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.

SECTION 2: RISK WARNING	
<p>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.</p> <p>Any services provided to me by the Club are provided on the Terms & Conditions and Exclusions of Liability set out in the following pages.</p>	
SECTION 3: TERMS & CONDITIONS AND EXCLUSION OF LIABILITY	
<ol style="list-style-type: none"> 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. 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. I acknowledge that I am contracting with the Club for the provision of gliding experience and/or gliding instruction services. I agree that I have been warned by the Club of the risks associated with gliding, including injury, death or loss or damage arising from or in connection with gliding. I agree to obey and comply with all rules and directions made or given by the Club, its elected officers, its instructors, and the ground crew, in connection with gliding. If I fail to comply with any rule and/or direction, I accept that I may not be permitted to undertake gliding or to continue to glide. I acknowledge and agree that, to the extent permitted by law, 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 Club, including the negligence of its instructors, or the ground crew. I unconditionally release and hold harmless the Club, the instructors, 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. All limitations, exceptions and conditions herein contained as to the liability of the Club shall apply also to the liability, if any, of owners, charterers, lessee, lessor of the glider, and 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 Club, its instructors, the ground crew, and any Third Parties against:
- 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
 - all claims made by any other person against the Club, its instructors, 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 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. 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.
11. If I suffer any injury or illness, I agree and consent that the Club may provide first-aid.

SECTION 4: 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:

- death;
- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease;
- 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:
 - is or may be harmful or disadvantageous to you or the community;
 - 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 5: 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**.

I HAVE READ AND ACCEPT THE TERMS & CONDITIONS AND EXCLUSIONS OF LIABILITY AS SET OUT ABOVE.

Signature:	Date:	
Print name (if parent or guardian):		<i>If applicant is under 18, Parent / Guardian must sign on behalf of the applicant</i>	

Witness: I have witnessed the signature above.

Print Name:		Signature:
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