



Red Radials (Southern Chapter) Ltd

A public company limited by guarantee

Participant Informed Consent

The undersigned is a participant in the Red Radials (Southern Chapter) Ltd, (Red Radials), Formation and Safety flight program and clinic. Under this document, Red Radials refers to the main organization, its signatory bodies, its officers, directors, members, applicants, agents, and persons conducting flight mentoring on its behalf. In addition, it includes Mentoring Pilots participating in formation flights sponsored by Red Radials to the extent that they are not covered by existing liability insurance.

As a participant, you hereby release, hold harmless, and covenant not to sue Red Radials for any claims or lawsuits for losses to personal property or damages due to injury or death incurred or sustained as a result of your participation in Red Radials sponsored formation flight activities.

In signing this release, hold-harmless, and covenant not to sue, you agree and acknowledge as follows:

- That formation flying is inherently dangerous and often involves operations dangerously close to other aircraft and that regardless of precautions taken this activity may result in property damage, physical injury, disfigurement, and death and that in participating I am assuming these known risks. That I have discussed those risks with my spouse, parents, children, dependents and/or any potential beneficiary who may otherwise have a right of recovery in the event of my injury or death and all have acknowledged and agreed to accept those risks.
- That I am solely responsible to know and abide by all applicable regulations and to adhere to Guidelines, Rules and Procedures established by Red Radials and that I do not rely on Red Radials, its members, directors, or mentor pilots in fulfilling that responsibility.
- That I possess the necessary current CASA pilot and medical certificates and ratings and any required recent flight experience for any subject flight and that I do not rely in any way on Red Radials to make this assessment.
- That I am Pilot in Command for any subject flight where I am benefitting from mentoring and/or being evaluated to determine if my skills and knowledge are consistent in practice with Red Radials standard operating procedures.
- That the flight I make may require skills that may not ordinarily be required by non-formation pilots and may place physical and mental demands on me and should not be attempted by anyone who is not in top physical and mental condition. That it is my own evaluation of my ability, fitness, competency for each flight, that I believe myself to be possessed of the requisite skill, training and required physical and mental condition over and above the requirement to hold a CASA approved Class 1 or 2 medical to make these flights and do not rely in any way on Red Radials to make any assessment in this regard.
- That my participation in this clinic or in other Red Radials sponsored activities is strictly voluntary and that I am not under any compulsion to participate. Such flying activities, even when I am receiving training, are purely for personal recreational pleasure and serve no public purpose, even if I or others are to receive compensation for a display or reimbursement for expenses.

You further intend this agreement to include a waiver of any right to litigation that you may otherwise have against Red Radials, and that if this provision is deemed unenforceable for any reason, then you promise and agree to resolve any dispute that might arise, related in any manner to these flights, by binding arbitration. Any dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia (IAMA) Arbitration Rules. Unless the parties agree upon an arbitrator, either party may request a nomination from either the President OR the Chapter Chairman of the IAMA Chapter where the dispute arises. Further, Red Radials shall be entitled to recover all attorneys' fee and expenses incurred to resolve any dispute initiated by you. It is also intended that if any portion of this agreement is held to be invalid or unenforceable, the balance of agreement shall still be in full force and effect.

I have carefully read and understood this agreement before signing it and enter into it of my own free will.

Print Name _____

Signature _____

Date _____