



## INDEMNITY AND ACKNOWLEDGMENT

I, WE \_\_\_\_\_ (names in full)

of \_\_\_\_\_

the owners/operators/lessees/hirers of \_\_\_\_\_ aircraft Reg. No \_\_\_\_\_

DO HEREBY INDEMNIFY AND HOLD HARMLESS the directors, servants or agents of KILLIECRANKIE AIRPARK PTY LTD the proprietors of the PRIVATE AIRSTRIP situated at Killiecrankie, Flinders Island, Tasmania against all claims, costs, demands whatsoever and howsoever arising in relation to any personal injury or death to myself/ourselves/passengers/third parties etc or to damage to or loss of my/our/their property (including the aforesaid aircraft) or otherwise as a consequence of my/our/their use of the Company's PRIVATE AIRSTRIP for landing or takeoff of the above aircraft or my/our/their entry onto the property of the company generally.

I/We accept that KILLIECRANKIE AIRPARK PTY LTD owns the PRIVATE AIRSTRIP for its own purposes and reserves the right to agree from time to time to grant to other person/s, corporations or organisation/s use of the PRIVATE AIRSTRIP upon such conditions as it may determine (including the charging of a fee for such use) at its discretion and may withdraw such consent at any time.

The MINIMUM CONDITIONS for use of the PRIVATE AIRSTRIP will require such person/s or organisation/s to:

- (a) comply with the provisions of the relevant Civil Aviation Authority (CAA) Act, Regulations and Orders or such other legislation of the local Council or State or Federal Government governing airstrips and aircraft as amended from time to time;
- (b) carry a current insurance cover for personal injury or death and /or damage to property for a sum of at least \$10,000,000.00;
- (c) provide to KILLIECRANKIE AIRPARK PTY LTD in writing prior to the use of the airstrip details of the aircraft, the pilot, number of passengers, expected time/s during which the airstrip will be used and the purpose of such use;
- (d) not use the airstrip for any activities of a commercial nature (e.g. commercial flights or flying lessons);
- (e) an operational requirement that visiting pilots must hold at least 150 hours in command and obtain current information on airstrip conditions and weather immediately prior to use and satisfy themselves that the airstrip is suitable for their intended use;
- (f) not interfere with any fixed or moveable property of the company on the airstrip;
- (g) comply with any order or directive from the Principal or Agent of KILLIECRANKIE AIRPARK PTY LTD given at any time;

PROVIDED ALWAYS THAT the above conditions shall not limit the use of the airstrip in the case of an EMERGENCY.



By signing this indemnity I/we do so in full knowledge and acceptance of the contents thereof and I/we agree to be bound by the conditions set out above and no person has suggested to me/us that I/we must sign this indemnity and acknowledgment and no threat, promise or inducement has been made to me to sign this indemnity and acknowledgment prior to or during my activity on the Company's AIRSTRIP.

SIGNED by the above named

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(print name here in block capitals)

this day of \_\_\_ / \_\_\_ / \_\_\_\_

in the presence of

\_\_\_\_\_  
(witness sign here)

\_\_\_\_\_  
(witness print name here in block capitals)

SIGNED by the above named

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(print name here in block capitals)

this day of \_\_\_ / \_\_\_ / \_\_\_\_

in the presence of

\_\_\_\_\_  
(witness sign here)

\_\_\_\_\_  
(witness print name here in block capitals)

NOTE: This indemnity and acknowledgment is to be signed by the owners/operators/lessees/hirers of the aircraft and each passenger thereof prior to use of the AIRSTRIP and returned to the Company principal or agent.

