



Instructions Completing the HGFA Release, Assumption of Risk & Warning Form (RARW)

The following provides instructions on important aspects of completing the HGFA Waiver Form.

Responsibility of Ensuring the Participant is Informed

From the 1st April 2006, a completed RARW form is a condition of membership to the HGFA for all new trainee pilots.

It is the responsibility of the HGFA instructor to ensure that the trainee pilot is properly informed in relation to the risk of the activity being undertaken and the context in which the HGFA RARW form is being provided and how it is associated with the activity.

Of highest importance is the necessity to have the participant read through the form and gain an understanding as to what the form is for and what rights they are waiving through attaching their signature to the form.

The nature of the activity, the warning of inherent risk associated with the activity and acknowledgment by the participant to the obvious risk is essential to be both conveyed to and understood by the participant.

If there is any doubt that the participant has understood the content and is willing to sign the form then the participant should not engage in the activity.

Send the Completed Form to the HGFA Office

The completed form should be sent as soon as practicable to the HGFA Office along with relevant membership document(s). It is recommended that a copy of the form be retained by the operator for their own records.

The RARW Form

The form comprises three (3) pages. All pages must be completed and collectively retained. A form should be completed by every student engaging in HGFA activity.

The form is composed in such a manner as to provide a universal document that can be used in any state within Australia. Note that there are sections pertaining to particular states on the form. These sections need only be completed if the activity is being conducted within the state relating to that section.

Page one provides a statement to the type of activity, a risk warning and a declaration that the obvious risk inherent to the activity is understood and accepted by the participant.

Page two consists of thirteen (13) articles under which the participant agrees to waive certain rights; identifies certain parties and indemnifies them against legal action; agrees to abide by laws and regulations relating to the activity and acknowledges that the RARW is binding for similar types of activities in the future.

Page three consists of a further five (5) articles relating to different Australian states where the activity may be undertaken and provides for participants under the age of 18. The participant applies their signature to this page.



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HGFA Release, Assumption of Risk & Warning Form - Page 1

The first page presents the named parties who are entering the agreement, the name of the agreement being entered into, defines the nature of the activity and provides the Risk Warning relating to the activity.

All parts of the form should be completed. Contact details should include where possible the Australian contact phone number.

At least one contact phone number must be entered.

Overseas residence should enter their overseas address.

This Document is made up of three (3) pages.
All pages must be completed and collectively retained
Page 1

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, paragliding and weightlift 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.

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

YOU MUST NOT PARTICIPATE WITHOUT READING AND SIGNING THIS DOCUMENT

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The name of the school, operator or pax rated pilot to be entered here. The pilot's HGFA number should also be entered.

Details of the participant to be entered here. At least one contact phone number must be entered.

Participant initials must be entered here to confirm reading and understanding of the warnings.



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The second page of the form consists of thirteen (13) articles which the participant must read and gain a general understanding of prior to applying their initials which confirms they have read and understood all articles on the page.

The participant must initial this page.

- 2 of 3 -

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 whomsoever brought as a result of or arising out of or connected with the activity including but not limited to claims in negligence, contract or the 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 proceedings 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.

.....
Initial here

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Participant initials must be entered here to confirm reading and understanding of the articles presented on this page



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The third page of the form consists of five (5) articles.

Two of these articles relate to variations in the law of certain Australian states which must be initialled by the participant if the activity is being undertaken in that state.

The page also provides for the participant's signature which must be accompanied by a date when the signature was applied. This signature relates to the whole form including all preceding initialled articles.

Of important note is the last section of the page which provides for participants that are under the age of 18 years. If the participant is under the age of 18 years then the parent or guardian or responsible adult caring for the participant must sign and date this section and provide an address where they can be contacted.

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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 (Liberation of Liability) Act 2002.*

.....
Initial here

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.

.....
Initial here

16. For the purposes of the Privacy Act 1988 (C'with), 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 notice]

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

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If the activity is being undertaken in South Australia the participant must read, understand and initial this section

If the activity is being undertaken in Victoria the participant must read, understand and initial this section

The participant must sign and date here to bind them to the agreement. A witness must also sign and date here.

If the participant is under the age of 18 yrs then the parent or guardian or responsible adult must sign here. An address must also be entered where the adult can be contacted.