

Skydive Express Pty Ltd
Parachuting Contract – PARACHUTING IS DANGEROUS
The following conditions must be read carefully

1. **“The parachutist”** means the individual who signs this contract and agrees to be bound by its terms and includes a legal guardian of that individual if the individual is under 18 years of age.

2. **Acceptance**
I, (full name of applicant)

Guardian Acceptance (persons under 18)
I, (full name of Guardian)

of (residential address of applicant)

of (residential address of Guardian)

Email:

Telephone:

the parachutist, hereby agree to be bound by the terms of this contract with Skydive Express and the persons named and described in **Schedule 1**, hereinafter jointly and severally referred to as **“the Providers”**. The providers agree to permit me to use their premises, aircraft and facilities for parachuting and to instruct me in parachuting and related activities (**“the Service”**) upon and subject to the following terms and conditions:

- (a) **Club Fees** – The parachutist will pay on demand the prescribed or stated fees for the Service. Such fees may be notified to the parachutist verbally or by letter or memorandum or by notice displayed in the Providers’ premises or premises occupied by the providers.
- (b) **Federation Fees** – Upon executing this contract the parachutist will become a member of Australian Parachute Federation (**“APF”**). The parachutist acknowledges, agrees and consents to becoming a member of the APF. Upon the parachutist becoming a member of APF the APF Constitution will comprise a contract between the parachutist and APF and the parachutist will be bound by it and any regulations made under it. The parachutist will pay on demand the prescribed or stated APF membership fees.
- (c) **Exclusion of Liability** – Except where provided or required by law and as such cannot be excluded, the parachutist agrees that it is a term of this contract and also of his/her membership of APF that the Providers are absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out his/her membership of APF and/or undertaking the Service.
- (d) **Release & Indemnity** – In consideration of APF accepting the parachutist as a member the parachutist:
- (i) releases and forever discharges APF from all Claims that s/he may have or may have had but for this release arising from or in connection with his/her membership of APF and or undertaking the Service; and
- (ii) indemnifies, will keep indemnified and hold harmless APF to the extent permitted by law in respect of any Claim by any person including but not only another Member of APF arising as a result of or in connection with his/her membership and/or undertaking the Service.

In this **clause (d) “Claims”** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant APF insurance policy or under the APF Constitution or any Regulations.

- (e) **Insurance** – The parachutist acknowledges and agrees that the fees for the Service do not include personal injury. The parachutist can, in his/her own interests seek and obtain personal injury insurance.
- (f) **Medical Conditions** – The parachutist warrants that s/he (a) is and must continue to be medically and physically fit and able to undertake the Service, (b) is not a danger to him/herself or to the health and safety of others, (c) has not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells and (d) is not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for the parachutist to take part in parachuting or flying including undertaking the Service.
- (g) **Inherent Physical Contact** – The parachutist acknowledges and accepts that close physical contact with the Providers is inherent in the Service. The parachutist accepts such close physical contact is necessary to undertake the Service.
- (h) **Exclusion of Applicant** – The parachutist warrants that he or she has not at any time been excluded from parachuting by a medical practitioner or any person or entity including the APF and its constituent Area Councils and Clubs. The parachutist acknowledges and agrees that the Providers may demand a medical certificate or opinion as to the fitness of the parachutist from a qualified medical practitioner **PRIOR** to the parachutist undertaking the Service.

- (i) **Rights of a Consumer** – The Service is a “recreational service” as defined under the Trade Practices Act 1974. Where the parachutist is a consumer, as defined by any relevant law such as the Trade Practices Act 1974 or any Fair Trading Act, then certain terms and rights will be implied into the contract for the supply of the Service for the benefit of the parachutist. These terms and rights, and any liability of the Providers or other supplier flowing from them, are excluded, restricted or modified by the provisions of this contract.
- (j) **Waiver and Indemnity** – In all other cases and except where inconsistent with the above, the parachutist for him/herself, his/her executors, administrators, dependents and other personal representatives, hereby absolves and indemnifies and will keep indemnified the Providers and all their servants, agents, employees and other students or persons under the Providers’ control (the “Indemnified”) from all liability howsoever arising for injury or damage (including but not limited to the parachutist’s person, whether fatal or otherwise, property and personal belongings) however caused including by the negligence of the indemnified, arising out of or participating in parachuting, training to parachute, flying in any aircraft being used for or in connection with parachuting or in anyway caused by, or arising out of, any activity carried on by the indemnified including the provision of the Service.
- (k) **Parachuting done at Parachutist’s own Risk** – Any person parachuting, training to parachute, flying in any aircraft being used for or in connection with parachuting or participating in any activity carried on by Skydive Express Pty Ltd may only do so on the distinct understanding that they do so entirely at their own risk.
- (l) **Acceptance** – Performance of the Providers’ obligations under the contract may be affected by any one or more of the providers either jointly or severally.
- (m) **Bar to proceedings** – The Providers (or any of them including APF) may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of the parachutist or by any person claiming through the parachutist. Where the parachutist seeks to commence proceedings against the Providers or any of them the parachutist:
- (i) will commence those proceedings in the Australian Capital Territory (“ACT”); and
 - (ii) where the parachutist seeks to commence proceedings in another jurisdiction, consents to removing those proceedings to the ACT including consenting to any application made by the Providers or any of them to remove the proceedings to the ACT; and
 - (iii) will pay the costs of any application made by the Providers or any of them under paragraph (ii) of this clause and will consent to any application for security of costs application made at any time by the Providers or any of them; and
 - (iv) consents to paying the Providers’ legal defence costs of the proceedings (on a solicitor client basis) where the Providers successfully defend the proceedings.
- (n) **Governing Law** – This contract is governed by the laws of the ACT, and the Courts of the ACT shall have exclusive jurisdiction to entertain any action in respect of any such agreement.
- (o) **Prevailing conditions** – The parachutist acknowledges and agrees that:
- i. parachuting and the Service can and will be affected by the weather which may change without warning; and
 - ii. despite careful packing, the parachute may open abruptly (ie experience a hard opening) and the parachutist may suffer an injury; and
 - iii. there is an element of “luck” in undertaking parachuting over which the Provider does not have control.
- (p) **Entire agreement** – This agreement (and the documents to which it refers) constitutes the entire agreement between the parties in respect to the Service and supersedes all other agreements, understandings and representations and negotiations with the Service.
- (q) **Warning** – Parachuting and flying in parachuting aircraft is inherently dangerous. Serious accidents can & often do happen which may result in the parachutist suffering injury to person and/or property or being killed. The parachutist has voluntarily read and understood this warning and accept and assume the inherent risks in parachuting and flying in parachuting aircraft.
- (r) **Aircraft** – Aircraft used for parachuting operate in the private category and are maintained under the Civil Aviation Safety Authority (CASA) regulations to a minimum of the Aerial Work standard.
- (s) **No Refund** – The parachutist acknowledges and accepts that they will not be entitled to any refund for the service if they request or elect not to jump from the aircraft at any time after the aircraft has commenced to taxi.
- (t) **Deposits** – All student Parachuting is subject to a non refundable deposit of \$100 that is valid for 9 months. Deposits can be transferred within a 9 month period with written notification. The deposit may be refundable if you are a non resident of Australia or live more than 200km from and have attended the premises and been unable to undertake the service due to weather conditions. For this purpose, only the Drop Zone Safety Officer can make the decision the weather is unsuitable.

- (u) **Deposits & Cancellation Fee** – All Tandem student parachuting deposits will be applied against a minimum cancellation fee of \$100 up to a maximum of the fee for the service to be provided should the parachutist cancel or change their booking within 48 hours of the booked time or do not show on the day booked.
- (v) **Credits** – Credits or unused parachuting activities are only valid for 9 months from the date of payment. Refunds can only be made on receipt of a written request and are subject to the non refundable deposit provisions.
- (w) **AFF Training Fee** - A service fee of 100% will apply to all AFF training should the parachutist not undertake the jump portion of the service, either by their own choice or as a result of a decision by the Drop Zone Safety Officer.
- (x) **AFF Training** – A fee of \$100 will apply if you 'do not show' or do not arrive within 10 minutes of a planned training start time. Re-scheduling may be necessary if you arrive 10 minutes after the planned start time and includes training at Leederville and the York skydiving centre. All re-scheduled training is subject to availability and non standard course times may not be available.
- (y) **Personal Jewellery & Belongings** – The parachutist's personal jewellery and belongings can be lost while undertaking the service and may increase the risk of injury. The parachutist acknowledges and accepts all risk for any personal jewellery and belongings while parachuting. The provider recommends that the parachutist remove all personal jewellery and belongings before parachuting, including but not limited to watches, rings, ear rings, dentures, bracelets & necklaces.
- (z) **Photography Conditions** – Photography while skydiving involves operating cameras in extreme conditions of temperature, lighting, wind and moisture. In some circumstances the camera may fail. If this occurs the parachutist will be entitled to a full or part refund of the fee for the camera that failed, not the fee for the parachute jump and instruction.
- (aa) **Behaviour & Guests** – The parachutist acknowledges they are undertaking the service on private property and the permission to use the premises, aircraft and facilities requires compliance with additional rules and regulations including (but not limited to) Department of Racing Gaming & Liquor, Health Department, Dangerous Goods, Civil Aviation Safety Authority, APF, Airservices Australia and the Local Shire. I agree to inform my guests of this requirement and leave the premises immediately if asked to do so as a result of non compliance with any rules and regulations.
- (bb) **Damage to property** – The parachutist agrees to indemnify and reimburse the provider for any intentional, accidental or careless loss or damage they or their guests cause to the providers' property. The providers' property includes the building, furniture & facilities, grounds and parachute equipment. Payment is to be made within 7 days of notification of loss or damage.
- (cc) **Social media** – The parachutist acknowledges that photographs may appear on social media websites.
- (dd) **Statement of Understanding** – I, the parachutist have read, or have had read to me the above conditions and having understood the same, I consent to the activities proposed.

PLEASE NOTE THE FOLLOWING:

If the *Trade Practices Act 1974* or similar State laws operates so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws then the liability of the Provider for breach of warranties is limited to:

- (i) the re-supply of the parachuting instruction and related activities; or
- (ii) the payment of the cost of having the parachuting and related activities supplied again

Signed (*Parachutist*) _____ Date _____/_____/201____

in the presence of _____ [A guardian must sign this contract if the parachutist is under the age of 18]
(signature of witness)

PERSON TO NOTIFY IN THE EVENT OF AN EMERGENCY

Name: _____

Address: _____

Phone no's: _____

Relationship: _____

Skydive Express Pty Ltd

APF CLUB – APPLICATION FOR MEMBERSHIP

1. HEALTH DECLARATION: Please tell us if you answer YES to the following:-Please circle your answer

Are you taking any prescribed or other drugs which may impair reaction time or judgement? If yes, what drugs?	Yes	No
Have you been SCUBA diving in the last 24 hours? If yes, give details of the depth and duration of the dive	Yes	No
Do you have any medical condition which might render it unsafe for you to go flying or parachuting? Note that you are required to respond "Yes" to this item (& provide details below) if you have previously suffered any dislocation, break or fracture to your hips, back or legs If yes, give details	Yes	No
Do you have a defibrillator pacemaker or have you ever had any heart condition that might render it unsafe for you to go parachuting? If yes, give details	Yes	No
Have you ever had a dislocated shoulder/s? If yes, please give details and provide any treatment you have received	Yes	No
My weight is (please use the scales provided by Skydive Express)	Kg	

If the answer is YES to the health declaration above the club may require you to obtain and provide a medical certificate.

2. EXCLUSION OF APPLICANT

Have you ever been excluded from parachuting in the past by a medical practitioner or any other person or entity? If yes, give details	Yes	No
---	-----	----

3. DECLARATION OF UNDERSTANDING

Parachuting is Dangerous

I have read and understood the terms of the Parachuting Contract or if I did not understand the terms of the Contract, I requested an independent person to explain them to me.

Signed (*Parachutist*) _____

Date _____/_____/201____

in the presence of _____

(signature of **witness**)

4. GUARDIAN'S CONSENT: (for all persons under 18 years) – I hereby certify and decree that all the information contained in the declarations above is true and accurate.

Signature _____

Relationship to parachutist _____

Address _____

SCHEDULE 1

In addition to Skydive Express Pty Ltd (Skydive Express), the providers in respect of this agreement include:

1. The President, Councillors and Ratepayers of the Shire of York.
2. The staff, instructors, jumpmasters, target control officers, safety officers, parachute packers and riggers and aircraft operators including but not limited to:
 - (i) The Australian Parachute Federation; (ii) The Western Australian State Parachute Council; (iii) John Seman;
 - (iv) The Skycall Unit Trust, (v) Blacks Australia Pty Ltd.