

Non-Flying Membership (MEM002)

PERSONAL DETAILS

Surname	Given names	
Preferred name	Title	Date of birth
Phone (H)	Phone (M)	Phone (B)
Residential address		
Suburb	State	Postcode
Postal address (if different)		
Suburb	State	Postcode
Email	Occupation	
Emergency contact name	Number	

APPLICANT'S DECLARATION AND SIGNATURE

I hereby apply to join Recreational Aviation Australia and to be issued with a membership. I agree to abide by the Constitution of the Company (RAAus Ltd).

I understand that a non-flying member is a limited membership type which does not permit the operation of an RAAus aircraft.

I acknowledge that membership fees are non-refundable.

Applicant's Declaration and Signature _____ Date _____

Payment Details and Tax Invoice

☐ 1 YEAR - \$139	\$
ADMIN FEE (one off) *save \$10 by submitting application online:	\$11.50*
JOINING FEE (one off):	\$32.00
TOTAL AUTHORISED PAYMENT AMOUNT:	\$

Payment method:	☐ Visa	☐ MasterCard	☐ Cheque/Money Order (payable to Recreational Aviation Australia Ltd)
Card number:	Expiry date:	CCV:	
Cardholder's name:	Signature:		

FREQUENTLY ASKED QUESTIONS

Membership Terms & Conditions – Member Information

THE RAAUS MEMBERSHIP TERMS AND CONDITIONS ARE AN IMPORTANT DOCUMENT AND YOU SHOULD READ THEM CAREFULLY BEFORE ACCEPTING THEM. UPON ACCEPTING THE TERMS AND CONDITIONS, YOU ARE ACKNOWLEDGING THAT YOUR LEGAL RIGHTS ARE AFFECTED, AND THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS.

This is a Frequently Asked Questions document and does not form part of the Membership Terms and Conditions. Those Membership Terms and Conditions prevail to the extent of any inconsistency with this document.

Why have these terms and conditions been implemented?

Participation in aviation activities is inherently dangerous and may involve risk. There are risks specifically associated with participation in aviation activities and accidents and incidents can and often do happen which may result in personal injury, death or property damage. The membership terms and conditions have been implemented to ensure that participants are provided with information on the risks involved prior to undertaking aviation activities.

Recreational Aviation Australia (RAAus) operates on the basis of informed participation. This requires members to be informed of and understand the risks involved in undertaking aviation activities and agree to undertake these activities at their own risk. The RAAus membership terms and conditions offer organisational protection by excluding liability in certain circumstances in relation to the provision of recreational services in accordance with and where permitted by the Australian Consumer Law.

The terms and conditions are consistent with the membership requirements for other sport aviation organisations in Australia and comply with applicable laws covering the provision of recreational services, dangerous recreational activities and goods/services generally.

What are the requirements for under 18-year-olds?

Members under the age of 18 are required to have parent or legal guardian permission prior to undertaking recreational activities with RAAus. Applicants for new membership or renewal of RAAus membership who are under 18 years of age are, in addition to their own signature, required to have the membership terms and conditions signed by their parent or legal guardian.

Do I have to sign the addendum for every state and territory?

YES, all applicants are required to sign for each state and territory, even if they do not anticipate undertaking aviation activities in that state or territory.

Each state and territory of Australia has specific legal requirements with respect to exclusion of liability under civil liability legislation and the Australian Consumer Law, resulting in the terms and conditions containing specific wording for each state and territory which must be signed.

RAAus members are entitled to operate in each state and territory within Australia. Whilst some members may anticipate only operating in one state or territory, signing for particular locations would limit participation to certain locations. This then becomes complex if a member decides to operate in a new state or territory and introduces the potential for this to be missed. By signing the addendum for each state and territory members are entitled to participate in aviation activities administered by RAAus in any state or territory within Australia during that membership period.

Do I have to sign the membership terms and conditions at every renewal?

YES, these terms and conditions remain valid for the duration of the membership period. RAAus requires a new set of terms and conditions to be read and signed prior to renewal of each membership term. Over time, updates or amendments may be made to the RAAus membership terms and conditions.

RECREATIONAL AVIATION AUSTRALIA LIMITED

[ACN 070 931 645]

Membership Terms and Conditions

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE ACCEPTING IT. UPON ACCEPTING THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOUR LEGAL RIGHTS ARE AFFECTED, AND THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

The following terms and conditions must be read carefully:

ACCEPTANCE

I, [full name of applicant]

.....

of [residential address of applicant]

.....

.....

Signed:

Name:

Date:

PARENT OR LEGAL GUARDIAN

ACCEPTANCE (for under 18 applicants)

I, [full name of parent or guardian]

.....

of [residential address of parent or guardian]

.....

.....

Signed:

Name:

Date:

You or you, the above named, hereby agree to be bound by these terms and conditions with Recreational Aviation Australia Limited, which governs your membership of Recreational Aviation Australia Limited.

(a) Definitions

in these Terms and Conditions:

- (i) **"Addendum"** means the additional terms, including the waivers and releases, you are required to sign when agreeing to these Terms and Conditions.
- (ii) **"Aviation Activities"** means performing or participating in any capacity, including as a member, in any authorised or recognised RAAus activities, including but not limited to undertaking recreational aviation, piloting an aircraft, training to pilot an aircraft or undertake recreational aviation, maintaining an aircraft, piloting or flying in any aircraft being used for or in connection with recreational aviation and related activities.
- (iii) **"Claim"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Aviation Activities, but does not include:

- (a) a claim against RAAus by any person expressly entitled to make a claim under an RAAus insurance policy; or
- (b) a claim against RAAus under any right expressly conferred by its constitution.
- (iv) **"Exposition"** means RAAus' Exposition, issued as an Approved Self-Administering Aviation Organisation, implemented under and as each of those terms are defined in Part 149 of the Civil Aviation Safety Regulations 1998 (Cth).
- (v) **"RAAus"** means Recreational Aviation Australia Limited (ACN 070 931 645).
- (vi) **"Providers"** mean, jointly and severally, RAAus and its directors, officers, servants and agents.
- (vii) **"Terms and Conditions"** means these terms and conditions, which include the Addendum.

(b) Membership

Upon executing these Terms and Conditions, you will become a member of RAAus. You acknowledge, agree and consent to becoming a member of RAAus. Upon your becoming a member of RAAus, the RAAus constitution and these Terms and Conditions will comprise a contract between you and RAAus and you will be bound

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by those documents. You shall submit to any disciplinary measures taken against you and shall only appeal any disciplinary decision in the manner permitted under the RAAus constitution. You will pay on demand the prescribed or stated RAAus membership fees (if applicable). You acknowledge that membership fees are non-refundable. You agree you are bound by and must comply with the Exposition and all documents referenced in it.

(c) Risk Warning

Your participation in the Aviation Activities is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Aviation Activities and accidents and incidents can and often do happen which may result in personal injury, death or property damage. These risks include, but are not limited to, the risks arising from or connected with the Prevailing Conditions referred to in clause (p) below, aircraft mechanical or other technical failure, or operational and other human factors, including medical incapacitation. Prior to undertaking the Aviation Activities, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By accepting these Terms and Conditions, you acknowledge, agree, and understand that participation in the Aviation Activities provided by RAAus may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with and for the purposes of the relevant legislation. This 'risk warning' is given by and on behalf of each of the Providers. You acknowledge that RAAus does not make any representation as to, nor guarantee, the airworthiness of any aircraft You operate, use or that is registered by RAAus and You operate or use any aircraft entirely at Your own risk.

(d) Waiver

A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you accept these Terms and Conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below and by the Addendum.

(e) FOR AVIATION ACTIVITIES IN THE AUSTRALIAN CAPITAL TERRITORY: For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

By accepting these Terms and Conditions, you agree that the liability of the Providers in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth)) for any:

- (i) death;
 - (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (iii) the contraction, aggravation or acceleration of a disease;
 - (iv) 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:
- (a) that is or may be harmful or disadvantageous to you or the community;
 - (b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term or any guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

For recreational services to which the Australian Consumer Law (Australian Capital Territory) applies:

By accepting these Terms and Conditions, you acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of the Providers flowing from them, are expressly excluded to the extent possible by law, by these Terms and Conditions. To the extent of any liability arising, the liability of the Providers will, at the discretion of RAAus, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

(f) (i) Release and Indemnity

In consideration of RAAus accepting your membership application, you, to the extent permitted by law:

- (a) release and forever discharge the Providers from all Claims that you may have or may have had but for this release, but only where such Claims result from your death or personal injury, arising from or in connection with your membership of RAAus and or undertaking the Aviation Activities, whether caused by the negligence or breach of contract by RAAus or in any other manner whatsoever; and
- (b) release and indemnify the Providers against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death or personal injury whether caused by:
 - (A) the negligence or breach of contract by the Providers or in any other manner whatsoever; or
 - (B) any breach by you of the warranties given in clauses (h) (i)-(iv), save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Providers.

(ii) Release and Indemnity

In consideration of RAAus accepting your membership application, you, to the extent permitted by law, release and forever discharge, and indemnify and will keep indemnified and hold harmless the Providers in respect of any Claim by any person:

- (a) arising as a result of or in connection with your membership or undertaking the Aviation Activities, whether caused by the negligence or breach of contract by the Providers or in any other manner whatsoever; and
- (b) against the Providers in respect of any injury, loss or damage arising out of or in connection with your failure to comply with RAAus' rules and/or directions, whether caused by the negligence or breach of contract by RAAus or in any other manner whatsoever; and
- (c) arising out of or connected with any breach by you of the warranties given in clause (h)(i)-(iv), save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the Providers.

(g) Insurance

You acknowledge and agree that becoming a member of RAAus does not include personal accident insurance cover. You agree that you are responsible for your own personal accident, medical and/or life insurance and all other insurances and any and all expenses in the event of injury or death, subject to RAAus' provision of limited members' liability insurance to you as a member benefit, in accordance with the information available at: <https://raaus.com.au/members-insurance/>.

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(h) Disclosure of Medical Conditions

You warrant that you:

- (i) are and must continue to be medically and physically fit and able to undertake and participate in the Aviation Activities;
- (ii) have health standards equivalent to that required for the issue of a private motor vehicle driver's licence in your state/territory of residence;
- (iii) are not a danger to yourself or to the health and safety of others; and
- (iv) do not have any condition, illness, disorder or injury which would render it unsafe for you to take part in aviation or flying including undertaking the Aviation Activities and piloting an aircraft.

You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge and agree that RAAus may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your undertaking the Aviation Activities. You acknowledge that RAAus relies on information provided by you and that all such information is accurate and complete.

You must inform RAAus if any such medical or other condition arises after you agree to these Terms and Conditions and prior to undertaking the Aviation Activities. You acknowledge that if any of the warranties you make under this clause (h), including those in subclauses (i)-(iv) can no longer be made by you on the date you undertake the Aviation Activities, you must inform RAAus before you participate in any Aviation Activities. You acknowledge that you must meet the medical requirements in the RAAus [Flight Operations Manual](#) prior to operating any RAAus aircraft as pilot in command.

(i) Exclusion of Applicant

You warrant that you have not at any time been excluded from aviation or piloting an aircraft by any person or entity including RAAus. You acknowledge that there has been no action taken against you, nor is any action in the process of being taken against you, and you have not been subject to refusal, variation, suspension or cancellation of any aviation related licence, certificate, rating or authority, by any organisation. You acknowledge that if the warranty you make under this clause (i) can no longer be made by you on the date you undertake the Aviation Activities, you must inform RAAus before you participate in any Aviation Activities.

(j) Safety

You understand and acknowledge the dangers associated with the consumption of alcohol, drugs, medication or any mind-altering substance before or during your involvement in undertaking the Aviation Activities, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol, drugs, medication or any other mind-altering substance. You agree to follow any rules set by RAAus in connection with any Aviation Activities. If you fail to comply with RAAus' rules and/or directions, you will be subject to RAAus' aviation administration and enforcement rules and may not be permitted to participate or to continue to participate in the Aviation Activities and no refund will be given. If you suffer any injury or illness, you agree that RAAus may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these Terms and Conditions constitutes your consent to such evacuation, first aid and/or medical treatment. You acknowledge that it is your responsibility to ensure you comply with all relevant requirements for the Aviation Activities to be undertaken, including responsibilities to comply with the general competency rule, PRIOR to commencing the Aviation Activities. You acknowledge that you must self-assess your own fitness prior to conducting any Aviation Activities, including (but not limited to) considering any illness, medication, stress, alcohol, fatigue, nutritional status (eating) and hydration factors that may impact safety, commonly referred to as the IMSAFE checklist.

(k) Reporting

You agree to report any accidents, incidents, injuries, loss or damage you suffer during any Aviation Activities to RAAus as soon as practicable and in writing within 72 hours.

(l) Aviation done at member's own Risk

Any person piloting an aircraft, training to pilot an aircraft, flying in any aircraft, conducting maintenance on an aircraft, or participating in any Aviation Activities only does so on the distinct understanding that they do so entirely at their own risk.

(m) Bar to proceedings

The Providers may plead these Terms and Conditions as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against the Providers, you:

- (i) will commence those proceedings in the courts of the Australian state or territory in which you ordinarily reside;
- (ii) waive any right to object to the exercise of such jurisdiction;
- (iii) will, where you seek to commence proceedings in another jurisdiction other than the Australian state/territory in which you ordinarily reside, consent (if required by RAAus) to move those proceedings to the Australian state/territory in which you ordinarily reside including consenting to any application made by RAAus to remove the proceedings to the Australian state/territory in which you ordinarily reside;
- (iv) will pay the costs of any application made by RAAus under subclause (iii) above and will consent to any application for security of costs made at any time by RAAus; and
- (v) consent to paying RAAus' legal defence costs of the proceedings (on a solicitor client basis) where RAAus successfully defends the proceedings.

(n) Governing Law

The governing law of this agreement is the Australian state/territory in which you ordinarily reside (Jurisdiction). You irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of the Jurisdiction and waive any right to object to the exercise of such jurisdiction.

(o) Statement of Understanding

You have read or have had read to you, the above conditions and having understood the same, you consent to the activities proposed.

(p) Prevailing conditions

You acknowledge and agree that:

- (i) aviation, piloting an aircraft and the conduct of Aviation Activities can and will be affected by the weather which may change without warning;
- (ii) there is often an element of the "luck of the prevailing conditions" when undertaking the Aviation Activities over which RAAus has no control;
- (iii) pilots are required to obtain and assess weather information from approved sources in accordance with the Civil Aviation Safety Regulations 1998 (Cth) (CASRs) before each flight;
- (iv) flight into adverse weather conditions including (but not limited to) severe turbulence, icing conditions, reduced visibility, cloud, rain, fog, smoke or haze may result in the loss of control of an aircraft; and
- (v) unintended incidents or accidents may occur in flight, in the ascent or descent, or during take-off or landing.

(q) Use of Image

You acknowledge and consent to photographs and electronic images being taken of you during your undertaking the Aviation Activities. You acknowledge and agree that such photographs and electronic images are owned by RAAus and RAAus may use the photographs for promotional or other purposes without your further consent being necessary.

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(r) Privacy

You understand that the personal information you have provided in your membership application is necessary for the conduct and management of the Aviation Activities and for the administration of recreational aviation in Australia generally, and that it is collected in accordance with the RAAus Privacy Policy (available from <https://raaus.com.au/exposition/privacy-policy>). You acknowledge that RAAus may use or disclose your personal information for the purposes of providing you with member services or promotional material or otherwise in accordance the RAAus Privacy Policy. RAAus may share your information with third parties such as affiliates and other organisations involved in aviation in Australia; companies engaged by RAAus to carry out functions and activities on RAAus' behalf including direct marketing; RAAus' professional advisers, including RAAus' accountants, auditors and lawyers and RAAus' insurers; however, your information is not generally disclosed to anyone outside Australia. You understand that the RAAus Privacy Policy contains information about how you may access, and request correction of your personal information held by RAAus or make a complaint about the handling of your personal information and provides information about how a complaint will be dealt with by RAAus. You acknowledge that your membership application may be rejected if the information is not provided. If you do not wish to receive promotional material from RAAus sponsors and third parties, you must advise RAAus in writing or via the opt-out procedures provided in the relevant communication.

(s) Entire agreement

These Terms and Conditions and the RAAus constitution constitutes the entire agreement between the parties in respect to the Aviation Activities and supersedes all other agreements, understandings and representations and negotiations with RAAus in relation to the Aviation Activities. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

(t) English language

You warrant that you can understand and carry out instructions given in the English language.

PLEASE NOTE THE FOLLOWING:

If the Competition and Consumer Act 2010 or similar state laws operates so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws, or the liability of RAAus for failing to comply with a statutory guarantee under the Australian Consumer Law that services will be provided with due care and skill, then the liability of RAAus for breach of the warranties or for the failure to comply is limited to:

- (i) the re-supply of the membership services and related activities; or
- (ii) the payment of the cost of having the membership services and related activities supplied again.

APPLICANT SIGN HERE**DECLARATION**

I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity:

Signed: Name: Date:

UNDER 18 - PARENT OR LEGAL GUARDIAN SIGN HERE

Where the applicant is under 18 years of age, this declaration must also be accepted by the applicant's parent or legal guardian:

I [insert name]

of [insert address]

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the Aviation Activities. In consideration of the applicant's membership with RAAus being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration. In addition, I agree to be bound by and to comply with the RAAus constitution, and I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity.

Signed: Name: Date:

ADDENDUM

NOTE: ALL STATES AND TERRITORIES MUST BE SIGNED

FOR AVIATION ACTIVITIES IN NEW SOUTH WALES

(a) Waiver

A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you accept these Terms and Conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

(b) For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) and (New South Wales) applies:

By accepting these Terms and Conditions, you agree that the liability of RAAus and the Providers in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the Civil Liability Act 2002 (NSW)) for any:

- (i) death;
 - (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (iii) the contraction, aggravation or acceleration of a disease;
 - (iv) 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:
- (a) that is or may be harmful or disadvantageous to you or the community;
 - (b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term or any guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

APPLICANT SIGN HERE - ALL STATES & TERRITORIES MUST BE SIGNED

DECLARATION

I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity:

Signed: Name: Date:

UNDER 18 - PARENT OR LEGAL GUARDIAN SIGN HERE

Where the applicant is under 18 years of age, this declaration must also be accepted by the applicant's parent or legal guardian:

I [insert name]

of [insert address]

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the Aviation Activities. In consideration of the applicant's membership with RAAus being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration. In addition, I agree to be bound by and to comply with the RAAus constitution, and I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity.

Signed: Name: Date:

ADDENDUM

NOTE: ALL STATES AND TERRITORIES MUST BE SIGNED

FOR AVIATION ACTIVITIES IN THE NORTHERN TERRITORY

(a) Waiver

A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you accept these Terms and Conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

(b) For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

By accepting these Terms and Conditions, you agree that the liability of RAAus and the Providers in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth)) for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease;
- (iv) 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:

- (a) that is or may be harmful or disadvantageous to you or the community;
- (b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term or any guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

For recreational services to which the Australian Consumer Law (Northern Territory) applies:

By accepting these Terms and Conditions, you agree that the provisions of Part 3.2, Division 1, sub-division B of the Australian Consumer Law (NT) do not apply to the services provided to you, and RAAus and the Providers incur no liability with respect to death or personal injury for a failure to comply with a guarantee under that sub-division in relation to supply of these recreational services. By accepting this document, you acknowledge that you have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.

APPLICANT SIGN HERE - ALL STATES & TERRITORIES MUST BE SIGNED

DECLARATION

I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity:

Signed: Name: Date:

UNDER 18 - PARENT OR LEGAL GUARDIAN SIGN HERE

Where the applicant is under 18 years of age, this declaration must also be accepted by the applicant's parent or legal guardian:

I [insert name]

of [insert address]

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the Aviation Activities. In consideration of the applicant's membership with RAAus being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration. In addition, I agree to be bound by and to comply with the RAAus constitution, and I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity.

Signed: Name: Date:

ADDENDUM

NOTE: ALL STATES AND TERRITORIES MUST BE SIGNED

FOR AVIATION ACTIVITIES IN QUEENSLAND

(a) Waiver

A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you accept these Terms and Conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

- (a) that is or may be harmful or disadvantageous to you or the community;
- (b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term or any guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

(b) For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

By accepting these Terms and Conditions, you agree that the liability of RAAus and the Providers in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth)) for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease;
- (iv) 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:

For recreational services to which the Australian Consumer Law (Queensland) applies:

By accepting this membership application form and declaration, you acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of RAAus and the Providers flowing from them, are expressly excluded to the extent possible by law, by this membership application form and declaration. To the extent of any liability arising, the liability of RAAus and the Providers will, at the discretion of RAAus and the Providers, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

APPLICANT SIGN HERE - ALL STATES & TERRITORIES MUST BE SIGNED

DECLARATION

I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity:

Signed: Name: Date:

UNDER 18 - PARENT OR LEGAL GUARDIAN SIGN HERE

Where the applicant is under 18 years of age, this declaration must also be accepted by the applicant's parent or legal guardian:

I [insert name]

of [insert address]

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the Aviation Activities. In consideration of the applicant's membership with RAAus being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration. In addition, I agree to be bound by and to comply with the RAAus constitution, and I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity.

Signed: Name: Date:

ADDENDUM

NOTE: ALL STATES AND TERRITORIES MUST BE SIGNED

FOR AVIATION ACTIVITIES IN TASMANIA

(a) Waiver

A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you accept these Terms and Conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

(b) For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

By accepting these Terms and Conditions, you agree that the liability of RAAus and the Providers in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth)) for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease;
- (iv) 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:

- (a) that is or may be harmful or disadvantageous to you or the community;
- (b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term or any guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

For recreational services to which the Australian Consumer Law (Tasmania) applies:

By accepting these Terms and Conditions, you acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of RAAus and the Providers flowing from them, are expressly excluded to the extent possible by law, by this membership application form and declaration. To the extent of any liability arising, the liability of RAAus and the Providers will, at the discretion of RAAus and the Providers, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

APPLICANT SIGN HERE - ALL STATES & TERRITORIES MUST BE SIGNED

DECLARATION

I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity:

Signed: Name: Date:

UNDER 18 - PARENT OR LEGAL GUARDIAN SIGN HERE

Where the applicant is under 18 years of age, this declaration must also be accepted by the applicant's parent or legal guardian:

I [insert name]

of [insert address]

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the Aviation Activities. In consideration of the applicant's membership with RAAus being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration. In addition, I agree to be bound by and to comply with the RAAus constitution, and I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity.

Signed: Name: Date:

ADDENDUM

NOTE: ALL STATES AND TERRITORIES MUST BE SIGNED

FOR AVIATION ACTIVITIES IN WESTERN AUSTRALIA

(a) Waiver

A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you accept these Terms and Conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

(b) For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) and (Western Australia) applies:

By accepting these Terms and Conditions, you agree that the liability of RAAus and the Providers in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and recreational activities (as that term is defined in the Civil Liability Act 2002 (WA)) for any:

- (i) death;
 - (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (iii) the contraction, aggravation or acceleration of a disease;
 - (iv) 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:
- (a) that is or may be harmful or disadvantageous to you or the community;
 - (b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term or any guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded

APPLICANT SIGN HERE - ALL STATES & TERRITORIES MUST BE SIGNED

DECLARATION

I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity:

Signed: Name: Date:

UNDER 18 - PARENT OR LEGAL GUARDIAN SIGN HERE

Where the applicant is under 18 years of age, this declaration must also be accepted by the applicant's parent or legal guardian:

I [insert name]

of [insert address]

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the Aviation Activities. In consideration of the applicant's membership with RAAus being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration. In addition, I agree to be bound by and to comply with the RAAus constitution, and I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity.

Signed: Name: Date:

ADDENDUM

NOTE: ALL STATES AND TERRITORIES MUST BE SIGNED

FOR AVIATION ACTIVITIES IN VICTORIA

(a) Waiver

A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you accept these Terms and Conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

(b) For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

By accepting this form, you agree that the liability of RAAus and the Providers in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth)) for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease;
- (iv) 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:
 - (a) that is or may be harmful or disadvantageous to you or the community;
 - (b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is

excluded and the application of any express or implied term or guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

If you sign these Terms and Conditions, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in these Terms and Conditions, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

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 these Terms and Conditions is required to ensure that the recreational services it supplies to you:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- (c) 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 exclusion of these statutory guarantees is brought to your attention by these Terms and Conditions.

NOTE: The change to your rights, as set out in these Terms and Conditions, 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.

APPLICANT SIGN HERE - ALL STATES & TERRITORIES MUST BE SIGNED

DECLARATION - I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity:

Signed: Name: Date:

UNDER 18 - PARENT OR LEGAL GUARDIAN SIGN HERE

Where the applicant is under 18 years of age, this declaration must also be accepted by the applicant's parent or legal guardian:

I [insert name]

of [insert address]

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the Aviation Activities. In consideration of the applicant's membership with RAAus being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration. In addition, I agree to be bound by and to comply with the RAAus constitution, and I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity.

Signed: Name: Date:

ADDENDUM

NOTE: ALL STATES AND TERRITORIES MUST BE SIGNED

FOR AVIATION ACTIVITIES IN SOUTH AUSTRALIA

(a) Waiver

A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you accept these Terms and Conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

(b) For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

By accepting these Terms and Conditions, you agree that the liability of RAAus and the Providers in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth)) for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease;
- (iv) 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:
 - (a) that is or may be harmful or disadvantageous to you or the community;
 - (b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term or any guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

For recreational services to which the Australian Consumer Law (South Australia) applies:

Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services¹, there is:

- a. statutory guarantee that those services will be rendered with due care and skill; and
- b. statutory guarantee that those services, and any product

resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and

- c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you accept these Terms and Conditions, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury². Important: You do not have to agree to exclude, restrict or modify your rights by accepting these Terms and Conditions. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by accepting these Terms and Conditions. Even if you accept these Terms and Conditions, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of RAAus and the Providers for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions:

1. Recreational services are services that consist of participation in -
 - sporting activity or similar leisure-time pursuit; or
 - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2. Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at www.ocba.sa.gov.au

APPLICANT SIGN HERE - ALL STATES & TERRITORIES MUST BE SIGNED

DECLARATION

I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity:

Signed: Name: Date:

UNDER 18 - PARENT OR LEGAL GUARDIAN SIGN NEXT PAGE >>>

UNDER 18 - PARENT OR LEGAL GUARDIAN SIGN HERE

Where the applicant is under 18 years of age, this declaration must also be accepted by the applicant's parent or legal guardian:

I [insert name]

of [insert address]

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the Aviation Activities. In consideration of the applicant's membership with RAAus being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership declaration. In addition, I agree to be bound by and to comply with the RAAus constitution, and I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the Australian Consumer Law, the exclusion of liability in respect of the Aviation Activities, the risk warning, assumption of risk, release and indemnity.

Signed: Name: Date:

PLEASE COMPLETE THE MEMBERSHIP FORM AND RETURN THIS TO RAAUS.

IMPORTANT:

- The terms and conditions must be signed for all States and Territories.
- RAAus membership is not valid until returned and processed by RAAus.

Returning address:

Email: members@raaus.com.au
Post: PO Box 1265, Fyshwick, ACT 2609