



**PILOT INDEMNITY & WAIVER**

I, ..... the undersigned, hereby agree and acknowledge that -

1. I am fully aware of the risks associated with aircraft and flying, including, without limitation, low level and night flying;
2. I am fully qualified and sufficiently experienced to fly the mission and the aircraft described below;
3. I have agreed to fly, on behalf of The Bateleurs – Flying for the Environment in Africa, an association incorporated under section 21 with registration no. 1998/01783/08 (“the Association”) from ..... to ..... in and around ..... and thereafter back from ..... to ..... in a ..... (“the aircraft”) during the month of ..... year .....
4. neither the Association, nor the directors, shareholders or members thereof, (hereinafter collectively referred to as “the specified parties”) shall in any way whatever be liable to me for any loss, liability, damage or expense (including without limiting the generality of the foregoing, any damage caused at any time to me or to my property (including, without limitation, the aircraft) or for any injury or loss of life sustained by me including special damages, and damages of a consequential nature, or for any loss suffered by me arising from the death of a passenger) of any nature whatsoever which I may suffer as a result of or which may be attributable to any act or omission (whether intentional, negligent, grossly negligent or otherwise) of any of the specified parties, and I release each of the specified parties against all such loss, liability, damage or expense;
5. I hereby indemnify each of the specified parties against all loss, liability, damage and expense (including legal costs on the scale as between attorney and client including disbursements incurred in defending any claim brought against any of the specified parties) of every nature whatsoever which any of the specified parties may suffer or incur at any time flowing from or which may be attributable to any claim or claims brought by me or any other third party as a result of the actions or omissions (whether intentional, negligent, grossly negligent or otherwise) of any of the specified parties;
6. the rights of the specified parties under this indemnity shall in no way be affected or diminished if any of the specified parties at any time obtains additional surety-ships, guarantees, securities or indemnities from whatever source in connection with the subject matter hereof;
7. each paragraph, word and clause in this indemnity is severable the one from the other and if any paragraph, clause or word is found by any competent court to be defective or unenforceable for any reason whatever, the remaining paragraphs, clauses and words shall be of full force and effect and continue to be of full force and effect;
8. the provisions hereof shall be binding upon my executor, estate, heirs beneficiaries, trustees and administrators;
9. in this indemnity, unless the context clearly indicates the contrary intention, an expression which denotes the singular includes the plural and vice versa;
10. the validity, interpretation and construction of this indemnity or any matter arising out of the conclusion or termination hereof shall be governed by South African law and I consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court for all purposes in connection herewith.

**SIGNATURE** \_\_\_\_\_

**NAME IN FULL (please print)** \_\_\_\_\_

**Signed at** ..... **on** ..... **(Date)**