



**The Bateleurs – Flying for the Environment in Africa
(an association incorporated under section 21) (“the Association”)**

FLIGHT REQUEST FORM

Conservation Organisation / Individual	
Contact person	
Tel	
Fax	
Mobile	
e-Mail	

Description of issues to be covered during the flight

What are the objectives of the flight

What are your preferred dates for the flight – please list three dates in order of preference		
Date 1 (First choice)	Date 2	Date 3

What regions are to be covered – please be specific

Where will the flight begin and end – the location should be the same

Anticipated duration of flight	
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Please provide details of the PERSON/s guiding the flight			
Name of Guide/s	Weight	Height	Organisation

Please provide details of ALL PASSENGERS and the ORGANISATION to which they are affiliated			
Name of Passenger/s	Weight	Height	Organisation

Please list any special requirements that are necessary in order to achieve your objectives – ie. window open for photography, access for disabled persons . . .

If this is a media flight, please list the MEDIA REPRESENTATIVES and their AFFILIATIONS	
Name of Media Representative	Affiliation (ie. Name of Organisation)

IMPORTANT

1. ACCEPTANCE

The Association reserves the right to decline any Flight Request for any reason whatsoever.

2. PILOT AVAILABILITY

The Association's ability to carry out a Flight Request is dependent on pilot availability. The Association relies on *volunteer* pilots to do the flying. Out of consideration to our pilots, the Association requests that you work with its office staff to accommodate their schedules.

3. MEDIA

The Association reserves the right to include any representatives of the media on any mission.

4. COPYRIGHT

The copyright in and to all imagery (including, without limitation, film, video, digital and photographic imagery) taken during the mission shall vest jointly in yourselves and the Association, on the basis that –

- (i) you shall be entitled to use such imagery as you deem fit and for your own profit or reward; and
- (ii) the Association shall be entitled to use such imagery as it deems fit and for its own profit or reward.

You agree to –

- (iii) furnish the Association, free of charge, with a copy of the master, original or negatives, as the case may be, of the final product in relation to such imagery;
- (iv) allow the Association, at its own cost, to make copies of any other imagery taken during the mission which is not included in the final product referred to above; and
- (v) provide the Association, as soon as possible after a flight, with a written report describing your flight objectives and findings. This will be used in our newsletters and various reports.

5. INSURANCE

Please note that it is the responsibility of passenger/s to arrange appropriate insurance cover for any and all flights. Neither the Association nor the volunteer pilot member provides insurance cover for any passenger/s.

6. CONTACTING PILOTS

All flight requests are to be directed to the Board of Directors of The Bateleurs by way of a duly completed Flight Request Form and not to individual Bateleurs pilots who are not members of the Board of Directors. You agree not to approach Bateleurs pilots for the purpose of making a Flight Request unless they are also members of the Board of Directors or unless this has been authorised by the Board of Directors.

7. INDEMNITY AND 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 have requested the Association to fly a mission in terms of this Flight Request;
3. I accept that the mission ultimately flown by the Association pursuant to this Flight Request may deviate from the details set out in this Flight Request;
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 whatever 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)**

8. AUTHORITY

If this Flight Request is made on behalf of a juristic entity, the person who signs this Flight Request in the space provided below warrants, by his signature, that he has authority to sign this Flight Request on behalf of that juristic entity.

Please feel free to include any background information that would help us better understand your request.

All Flight Requests are brought before the Board of Directors for review. After the Board of Directors has reviewed the information, we will contact you to discuss your request.

SIGNATURE

NAME IN FULL (please print)

DATE
