

## **Mitta Airstrip Usage Agreement & Pilot Indemnity**

Use of the Mitta Mitta Airstrip (the "airstrip") is subject to the following terms, conditions and covenants:

1. The pilot acknowledges that the airstrip is not a licensed, certified, registered or approved aerodrome and does not necessarily incorporate the specifications, safety features, standards and characteristics that may be required of a certified aerodrome. It is not regulated by the Civil Aviation Safety Authority or any other authority.
2. The pilot acknowledges that it is the Pilot's sole and acknowledged responsibility as the Pilot in Command of his aircraft to assess the surface conditions of the airstrip on arrival and to determine whether it is free of any obstructions of any nature (including animals) and will be suitable for landing and for the Pilot's subsequent movement thereon and departure therefrom.
3. Using the airfield may result in death, trauma, permanent incapacity or damage to property.
4. The pilot acknowledges the Operator shall not be liable for any loss, damage, injury or death to the pilot, or any persons, property or equipment (including the pilot's aircraft) or for any incidental loss or damage resulting from, in connection with or arising in any way whatsoever out of or from the pilot's use of the airstrip.
5. In consideration of the Operator consenting to the pilot using the airstrip from time to time, the pilot hereby unconditionally undertakes and agrees to indemnify and keep the operator indemnified against any claims, demands, actions, suits, losses or damages which may be brought against him or other party related to him in respect of any claim, demand, injury, loss or damage to the pilot or any person or persons travelling with the pilot, or any property of any nature whatsoever arising out of the use of the airstrip or any one or more of them by the pilot from time to time.
6. The operator reserves the right to withdraw his consent to the Pilot utilising the airstrip for any reason whatsoever, and in particular, if the Pilot abuses any of the privileges granted herein.
7. To the extent that any one or other of the provisions of this Agreement may be prohibited by any applicable law such provision or provisions and each of them shall to such extent only be ineffective without invalidating or modifying the remaining provisions hereof which shall continue in full force and effect as if the provision so prohibited had not been included herein as from the date of execution thereof.
8. The Pilot acknowledges that this Agreement is personal to the pilot and shall not be assigned, or interpreted to permit the Pilot to give any supplementary permission for any other pilot or person under the Pilot's control to use the said airstrip.

9. This Agreement shall be construed in accordance with the law for the time being in force in the State of Victoria and each of the parties hereto submits to the jurisdiction of the Courts of that State and of the Courts competent to hear appeals therefrom.

10. For the purposes of this Agreement, the term "operator" shall mean Mitta Airfield Pty Ltd, the Wombat Gully Trust, trustees, beneficiaries, together with their representatives, heirs and transferees and assignees, employees, directors and agents and "the pilot" shall mean the pilot in command together with his personal representatives and heirs. The "airstrip" includes parking areas, buildings, hangars and vehicles within the airfield precinct.

Pilot in Command: \_\_\_\_\_  
(full name)

ARN: \_\_\_\_\_

Aircraft Type/Model: \_\_\_\_\_

Aircraft Callsign: \_\_\_\_\_

Pilot Signature: \_\_\_\_\_ Dated: \_\_\_\_\_