



**THE GLIDING FEDERATION OF AUSTRALIA INC**

ABN: 82 433 264 489

C4/1-13 THE GATEWAY, BROADMEADOWS, VICTORIA 3047

PHONE +61 (0) 3 9359 1613, FAX +61 (0) 3 9359 9865, WEBSITE [www.glidingaustralia.org](http://www.glidingaustralia.org)

<b>PAPER MEMBERSHIP APPLICATION (SA)</b>					
<b>SECTION 1: APPLICANT INFORMATION</b>					
Last Name:			Other names:		Gender: M / F
Preferred name			Occupation:		Date of birth
Residential Address:					Postcode:
Postal Address: <i>(if different)</i>					Postcode:
Phone:		Mobile:		E-mail Address:	
Full Flying 12 Months <input type="checkbox"/>	Youth/Student 12 Months <input type="checkbox"/>	Full Flying 3 Months <input type="checkbox"/>	Non Flying Active <input type="checkbox"/>	Non Flying Associate <input type="checkbox"/>	
<b>SECTION 2: RISK WARNING</b>					
<p>Gliding, as with any recreational aviation activity, can be DANGEROUS. Any person participating in the sport of gliding, including learning to glide, flying in any aircraft being used in connection with gliding or learning to glide, does so at his/her own risk.</p> <p>Any services provided to me by the Club and GFA are provided on the Terms &amp; Conditions and Exclusions of Liability; and the Australian Consumer law; and Fair trading Act set out in Section 4,5 and 6 below</p>					
<b>SECTION 3: APPLICATION</b>					
<p>I hereby apply for Membership of The Gliding Federation of Australia (<b>the GFA</b>) and confirm that I am a member of the ..... <i>gliding club (the Club)</i>. In so doing, I agree to be bound by the governing rules of the Club (<b>Governing Rules</b>) as amended from time to time and I agree to be bound by the Rules of the GFA as amended from time to time and I also agree to observe and be bound by any rules, regulations and by-laws which may be passed or made pursuant to the aforesaid Rules.</p> <p><b>In order to fly a glider as pilot in command, you must have a certain level of medical fitness, and you need to say what that status is. Please indicate which option you are using</b></p> <p><input type="checkbox"/> <b>A.</b> I declare that I satisfy the medical requirements displayed on the Declaration of Physical Fitness and am fit to fly a glider</p> <p><input type="checkbox"/> <b>B.</b> I will be assessed by a GP against the medical standards for the issue of a private motor vehicle driver's licence; as per the Medical Practitioner's Certificate of Fitness; or</p> <p><input type="checkbox"/> <b>C.</b> I Hold a valid CASA Medical Certificate;</p> <p><b>If you are self-declaring your medical status you are <u>not required</u> to submit a form unless you are under 18yo (see below). If you choose Option B or C then you <u>must submit</u> a copy of your medical document to <a href="mailto:returns@glidingaustralia.org">returns@glidingaustralia.org</a>.</b></p> <p>I declare that I am over 18 years of age <u>OR</u> I am the Parent/Guardian of the applicant who has my permission to undertake gliding flights (strike out the irrelevant option); <b>if under 18yo</b>, this signed form and the signed medical self-declaration must be submitted on-line or emailed to <a href="mailto:returns@glidingaustralia.org">returns@glidingaustralia.org</a>.</p>					
<b>SECTION 4: AUSTRALIAN CONSUMER LAW EXCLUSION OF LIABILITY</b>					
<p>By signing this form, I agree that any liability that the Club may have under the <i>Competition and Consumer Act 2010 (Cth)</i> in relation to recreational services (as that term is defined in the <i>Competition and Consumer Act 2010 (Cth)</i> for any:</p> <p>a) death;</p> <p>b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);</p> <p>c) the contraction, aggravation or acceleration of a disease;</p> <p>d) 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 that:</p> <p style="margin-left: 20px;">i. is or may be harmful or disadvantageous to you or the community;</p> <p style="margin-left: 20px;">ii. may result in harm or disadvantage to you or the community;</p> <p>suffered by me is excluded, and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.</p>					
<b>SIGNATURE *      Sign both sides of this form. Form to be retained by club and information submitted to GFA on line</b>					
Signature:				Date:	
Print name (if parent or guardian):				<i>If applicant is under 18, Parent / Guardian must sign</i>	
<b>Witness:</b> I have witnessed the signature above and I am satisfied that the applicant understands the warning provided.					
Name & Address of Witness:					
Signature:				Date:	

## SECTION 5: TERMS & CONDITIONS AND EXCLUSION OF LIABILITY

1. I acknowledge and agree that the activity of gliding is an inherently dangerous recreational activity, and gliding carries with it inherent and obvious risks, including the risk of injury or death.
2. I accept that engaging in the activity of gliding is **at my own risk** and accept all risks associated with gliding including the possibility of injury, death, loss or damage.
3. I acknowledge that I am contracting with the Club for the provision of gliding experience and/or gliding instruction services.
4. I agree that **I have been warned** by the GFA and the Club of the risks associated with gliding, including injury, death or loss or damage arising from or in connection with gliding.
5. I agree to obey and comply with all rules and directions made or given by the GFA, the Club, the instructor of the glider, the ground crew, in connection with gliding. If I fail to comply with any rule and/or direction, I accept that I will not be permitted to undertake gliding or to continue to glide.
6. I acknowledge and agree that, to the extent permitted by law, the GFA and the Club, their employees, instructors, contractors, sub-contractors and agents will not be liable for any injury, death, loss or damage suffered by me or by any other person arising from or in connection with my participation in gliding, or to my property regardless of whether such injury, death, loss or damage was caused directly or indirectly by any act or omission of the GFA and/or the Club, including the negligence of the instructor of the glider, or the ground crew. **I unconditionally release and hold harmless** the GFA, the Club, the instructor of the glider, and the ground crew from any and all claims and liabilities for any injury, death, loss or damage arising from or in connection with my participation in gliding.
7. All limitations, exceptions and conditions herein contained as to the liability of the GFA and/or the Club shall apply also to the liability, if any, of owners, charterers, lessee, lessor of the glider, and the GFA and/or the Club employees, instructors, contractors, sub-contractors or agents (hereafter referred to as Third Parties). The Club shall be deemed to contract on behalf of and for the benefit of all persons or companies who are or may be its Third Parties from time to time and all such persons shall to this extent be or be deemed to be parties to the contract contained in or evidenced by this document or the voucher presented to me and for the purpose of all the provisions of this contract, the Club is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons or companies who are or might be Third Parties from time to time and all such persons or companies shall to this extent be or be deemed to be parties to the contract.
8. I agree to **indemnify** the GFA, the Club, the instructor of the glider, the ground crew, and any Third Parties against:
  - (a) any claims made by or on behalf of me in respect of any injury, death, loss or damage to my person or property arising from or in connection with my participation in gliding; and
  - (b) all claims made by any other person against the GFA, the Club, the instructor of the glider, the ground crew, and any Third Parties in respect of any injury, death, loss or damage arising out of or in connection with my failure to comply with this contract or the GFA's rules and/or directions, or the Club's rules and/or directions, including the instructor's rules and/or directions.
9. To the extent permitted by law, I acknowledge and agree that all guarantees, warranties and covenants whether imported, expressed by law, and either in law, equity, under statute or otherwise, are hereby excluded.
10. If I suffer any injury or illness, I agree and consent that the Club may provide first-aid.
11. Governing Law: The governing law of this Agreement are the laws of the State where this Agreement is executed within the Commonwealth of Australia ('Jurisdiction'). Each party irrevocably and unconditionally consents and submits to the exclusive Jurisdiction of the courts of the State where this Agreement is executed within the Commonwealth of Australia and waive any right to object to the exercise of such Jurisdiction.

## SECTION 6: EXCLUSION OF RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW (SA)

### 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 services<sup>1</sup>), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a 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
- 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*, 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 sign this form, 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 injury<sup>2</sup>.

### Important:

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, 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 The GFA and the Club [*the supplier of recreational services*] 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—

(a) **excluded**; (b) **restricted as set out below**; [*specify the nature of the restriction*] (c) **modified as set out below**; [*specify the nature of the modification*]: \*Strike out whichever of (a), (b) or (c) do not apply and specify the nature of the restriction or modification, as is relevant.

### Definitions

1 **Recreational services** are services that consist of participation in—

- a 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.cbs.sa.gov.au](http://www.cbs.sa.gov.au).

Signature:

Signature of witness:

Date:



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## Declaration of Physical Fitness

**Note:** This declaration is to be made annually by members who intend to fly as “pilot in command” and do not hold a valid CASA Medical Certificate or a Medical Practitioner’s Certificate of Fitness in the form at Appendix 2 of the GFA Operational Regulations.

I, ..... (name) of.....  
..... (address) Post Code .....

hereby declare that to the best of my knowledge I am not suffering from any physical condition that would preclude me from operating a glider as pilot in command.

I further declare that I do not suffer or have not suffered from:

- Heart failure within the last 3 years
- Cancer in the last 5 years
- ECG changes
- Insulin dependent diabetes
- Transient ischaemic attacks (sometimes referred to as a mini stroke)
- Multiple sclerosis, cerebral palsy, Parkinson’s disease
- Significant head injury
- Renal calculus disease (kidney stones)
- Vestibular disorders (vertigo)
- Inability to hear conversational voice at a distance of 2 metres (a hearing aid may be used)
- Physical limitations or disabilities

In the event of my contracting any physical condition precluding me from operating a glider as pilot in command, I undertake to the Gliding Federation of Australia that I will cease flying in that capacity while the condition makes it unsafe for me to do so.

Pilot’s signature.....Date.....

Signature of parent or guardian  
(for persons under 18 years).....

Note: Members who are unable to make this declaration may obtain a medical clearance to fly as pilot in command in the form at Appendix 2.

**This declaration shall remain valid for a period of one year only**

Please email completed declarations to [returns@glidingaustralia.org](mailto:returns@glidingaustralia.org)



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## Medical Practitioner's Certificate of Fitness

Pilots who are unable to make the declaration at Appendix 1 of the GFA Operational Regulations must have this certificate signed before flying a sailplane as pilot in command.

**The medical standards applicable for the issuing of this Certificate are the Austroads standards for the issue of a driver's licence medical certificate for a private motor vehicle. These standards are to be found at:**

<http://www.austroads.com.au/drivers-vehicles/assessing-fitness-to-drive>

Pilots who hold a GFA Instructor rating or wishing to hold a Charter authorisation and do not hold a valid CASA Flight Crew Licence Medical Certificate must also have this Certificate signed, regardless of having made the declaration at Appendix 1.

**NOTE FOR THE MEDICAL PRACTITIONER:** As with the Austroads driver's licence medical certification, the examining registered medical practitioner acts as the certifying physician. He or she must be familiar with the Austroads standards for the issue of a driver's licence medical certificate for a private motor vehicle. When faced with an applicant with a medical condition, reference must be made to the appropriate chapter of the Austroads guidelines. The standards contained in 'Assessing Fitness to Drive' are guidelines only and health professionals are encouraged to use their professional discretion and to take into consideration the full picture of a person's health.

I hereby certify that I have examined the applicant ..... (name)

of ..... Post Code .....

and to the best of my knowledge he/she is not suffering from a medical condition which would preclude him/her from flying a sailplane as pilot in command.

*This Certificate shall be valid for a maximum of two years in respect of a pilot aged 40 or over at the time of the examination, or for a maximum of four years in respect of a pilot aged under 40 at the time of examination.*

(Please use remarks section below if the validation period is to be varied)

Initial certificate       Renewal      (Tick as appropriate)

Remarks (as applicable)

.....  
.....  
.....  
.....

Doctor's Name ..... (please print)

Signature ..... Date .....

Please email completed certificates to [returns@glidingaustralia.org](mailto:returns@glidingaustralia.org)