

**TWAMLEY FARM ACCOMMODATION AIRSTRIP LANDING WAIVER
AGREEMENT**

DEREK FRANCIS TURVEY of "Twamley" 156 Twamley Road, Buckland in Tasmania ("the Property Owner") is the registered proprietor of the property upon which the Twamley Farm Accommodation private airstrip ("the Airstrip") is situated.

By prior arrangement with the Property Owner or the Property Owner's agent, the Pilot (as defined below) has been granted permission to land the Aircraft (as defined below) on the Airstrip on or about the landing date and on or about the landing time and has been permitted to store the Aircraft on the Airstrip until the estimated date of final take off on the terms and conditions contained in this Agreement.

FULL NAME AND ADDRESS OF OWNER OF AIRCRAFT:

("Aircraft Owner")

FULL NAME AND ADDRESS OF PILOT:

("Pilot")

DATE AND ESTIMATED TIME OF LANDING:

Date

Time am/pm

DATE AND ESTIMATED TIME OF FINAL TAKE OFF:

Date

Time am/pm

AUSTRALIAN CIVIL AIRCRAFT REGISTRATION NUMBER:

("the Aircraft")

The Pilot and the Aircraft Owner jointly and each of them severally releases forever without limitation the Property Owner and its agents, employees, invitees and workmen from all liability arising out of the use of the Airstrip and any ancillary supplies or services by the Pilot and/or the Aircraft Owner. The Pilot and/or the Aircraft Owner jointly and each of them severally will indemnify and keep indemnified

the Property Owner and its agents, employees, invitees and workmen for and in respect of all claims howsoever arising from the use of the Airstrip by the Pilot and/or Aircraft Owner including but not limited to any death, injury, loss or damage to any person or persons or property howsoever arising.

The Pilot and the Aircraft Owner jointly and each of them severally warrant that they have their own public liability insurance in respect of all damage, injury and loss of life howsoever arising as the result of the use of the Aircraft.

The Pilot and the Aircraft Owner jointly and each of them severally accepts the Airstrip in its current state and condition and will make no requisition of the Property Owner in respect of the same. The Aircraft owner and Pilot stores the Aircraft at the Airstrip at their own risk entirely and shall make no claim whatsoever against the Property Owner and its agents, employees, invitees and workmen for any damage caused to the Aircraft.

The Property Owner reserves the right to request the Pilot and the Aircraft owner to remove the Aircraft upon demand and the Pilot and the Aircraft Owner covenant and agree to do so.

The Pilot and the Aircraft owner covenant and agree with the Property Owner that they will jointly and each of them severally comply with all Australian civil aircraft and aviation legislation, safety requirements and codes of conduct.

DATED this day of , 20_____

Signed by the **Aircraft Owner** :

Signed by the **Pilot**: