



Bona Bona Airfield Waiver and Indemnity Agreement

In this indemnity the owner of the airfield and/or facilities, the Pieter Ernst Family Trust, its holding companies, subsidiaries, divisions or associate companies and their respective trustees, directors, members, shareholders, employees, representatives, pilots, successors-in-title or assigns are hereinafter collectively or individually referred to as "the Company".

I, hereby acknowledge that my use of the airfield and/or facilities is potentially dangerous and that I make use of the airfield and/or facilities entirely at my own risk. I hereby acknowledge that I have been warned and made aware of all potential risks, danger and threat which may be related to the use of the airfield and/or facilities and hereby agree to voluntarily waive and abandon all rights or potential rights of action against the Company, in accordance with the terms and conditions hereof whether as pilot, co-pilot, crew, passenger, spectator or whichever the case may be.

I undertake to familiarise myself with any and all information related to the airfield prior to the use thereof and to ensure in all respects that the airfield is safe and fit for use prior to any landing or flight. I undertake to take whatever precautions are necessary to ensure that I utilise the airfield and/or facilities in a safe manner.

I do therefore, on my behalf, and on behalf of my co-pilot, passengers, dependents, minor children, heirs, executors, trustees, successors and assigns, hereby agree to indemnify and hold the Company harmless, against any claim of whatsoever nature and howsoever arising, including, but not limited to, for or on account of, or arising from, or in any way connected to injury, or death of, any person including myself, or loss or damage to any property which may at any time be suffered or incurred, whether directly or indirectly, as a result of, or in any way connected with or attributed to a any flight undertaken by me and/or my co-pilot to the airfield or for the use of the facilities whether or not such injury, death, damage or destruction, is caused by or resulting from any breach, fault or negligence of the Company.

I furthermore acknowledge and agree that the use of the airfield, any and all facilities and/or property belonging to, or under the control of the Company, including but not limited to the aerodrome, runway, parking facilities, aircraft hangers and/or any other area is done entirely at my own risk and I hereby indemnify and hold the Company harmless against any claim which may arise from the use of the facilities and/or property of the Company as aforementioned.

I acknowledge that I do not have any physical limitations, any medical ailments, physical or mental disabilities that would limit or prevent me from participating in any aeronautical activity.

I agree to pay for any damage suffered by the Company, caused by myself, co-pilot, passengers or any member of my family as a result of our negligent, reckless, or wilful actions.

I acknowledge that the airfield is part of private property and right of admission is reserved by the Company. All trespassers will be prosecuted. I acknowledge that the airfield is a private airfield and that no representation has been made by the Company or its representatives regarding the condition of the runway and therefore I undertake to utilise the airfield purely at my own risk on the understanding that it is entirely my own responsibility to inspect the runway, taxiway and/or facilities and I agree that the decision to utilise the airfield and/or facilities is undertaken entirely at my own risk.



I acknowledge that the airfield and/or facilities may be used by other pilots, spectators, employees and/or any other persons and I accept that it is solely my responsibility to inspect the airfield including runways and taxiways on approach, landing, take-off and while taxiing.

I agree to operate a full air worthy aircraft in full compliance with Civil Aviation Authority's regulations and agree to practice safe circuit procedures and maintain safe altitudes with due consideration for other aircraft, pilots, spectators, or any other users of the airfield and/or facilities.

In addition, the Company shall not under any circumstances whatsoever, whether due to any breach and/or wrongful and/or negligent act or omission, incur or have any liability for any special or consequential damages or losses of whatsoever nature and howsoever caused, whether direct, indirect, or consequential, including but not limited to loss of income and/or loss of profit.

The Company shall not be bound by any representation, indulgence, waiver, or modification in respect of the above-mentioned terms and conditions by its employees, servants, agents, trustees, directors, officers, representatives, or invitees, unless reduced to writing and signed by a duly authorised representative of the Company.