



ROYAL AERO CLUB RECORDS, RACING & RALLY ASSOCIATION PILOT'S & NAVIGATOR'S DECLARATION & INDEMNITY AGREEMENT

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| Event Location: | | Event Dates: | |
| Pilot Name: | | Navigator Name: | |
| Pilot Address: | | Navigator Address: | |
| Aircraft Type: | | Aircraft Registration: | |

This is an Agreement between the Royal Aero Club Records, Racing and Rally Association Ltd ('the Association') whose Registered Office is at 4th Floor Llanthony Warehouse, The Docks, Gloucester, Gloucestershire, GL1 2EH, company number **01627470** and the above-named Pilot and Navigator.

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| <p>PILOT'S DECLARATION:</p> <p>In consideration of the acceptance of my entry at the above Air Race Event I DECLARE AND AGREE as follows:</p> <ol style="list-style-type: none"> 1. I am over 18 years of age and hold and will continue to hold throughout the duration of the Event a valid and current pilot's licence with a valid and current certificate of test or experience; 2. I hold a valid and current medical certificate which will remain valid for the duration of the Event and I am not aware of any medical condition which might affect my performance as pilot at the Event; I shall not take part under the influence of alcohol or intoxicating drugs; 3. I hold a current F.A.I. Competitor's Licence which will remain valid throughout the duration of the Event; 4. I have had an opportunity to review the FAI Anti-Doping Rules and Procedures. I agree to comply with and be bound by them; 5. I will attend the pilots' briefings and acknowledge and accept that I may be excluded from participating at the Event if I fail to do so; 6. I will practise the course during the allotted official practice period; 7. If in the discretion of the Association I am awarded a Winner's or Championship Trophy, then I undertake to insure the trophy against all risk of loss or damage whilst in my custody and to indemnify the Association in respect all such loss or damage; I shall return the trophy whenever required by the Association. 8. I am familiar with and shall observe the current rules of the Association, any supplementary regulations applicable to this Event, and all instructions given to me in the pre-race briefing. 9. There is a current valid Certificate of Airworthiness or Permit to Fly for the above race aircraft, which will remain valid for the duration of the Event; 10. I am fully conversant with the operating envelope and specifications of my aircraft and in particular I am aware of the various stalls speeds in straight and level flight and through all allowable bank angles for my aircraft; 11. I understand and accept that I will be responsible for any overtaking manoeuvre that I make during the practice or race sessions and that these overtaking manoeuvres will be entirely in accordance with the current rules of the Association and any special instructions given during briefing; | <p>NAVIGATOR'S DECLARATION:</p> <p>I wish to participate as navigator at the above Air Race Event; in consideration of the acceptance of my participation I DECLARE AND AGREE as follows:</p> <ol style="list-style-type: none"> 1. I am fit and healthy and know of no medical condition which would be exacerbated by participation in air racing or which might compromise the safe operation of any race aircraft; I shall not take part at any time if I am under the influence of alcohol or intoxicating drugs; 2. Any disability from which I may be suffering at the time of the Event will be declared to the Chief Steward or Clerk of the Course for the Event whose decision at his/her complete discretion as to whether satisfactory arrangements have been made to permit my participation shall be final and binding on me; 3. If I am asked to fly as supervising navigator in any race aircraft, then: <ol style="list-style-type: none"> 4.1 I understand that I am free to decline any and all such requests in my absolute discretion; and 4.2 I shall not agree to any such request unless I am entirely willing and able to act as supervising navigator in the aircraft concerned. |
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| <p>12. The aircraft will carry sufficient fuel and oil for the duration of the event and such reserves as are considered by me to be necessary. Said reserves must be sufficient to allow a diversion to another airfield after the completion of a race should the race airfield not be available for landing.</p> <p>13. I undertake to insure my legal liabilities, my aircraft, and the liabilities of any other pilot(s), together with all or any flight crew, and/or passengers and Third parties, against all damages, claims and demands whatsoever in connection with my activity and participation as a Pilot undertaking Air Racing at the Event. I agree that the amount of such liability insurance shall be a minimum of £1,000,000 (one Million Pounds Sterling) but no less than the minimum level of mandatory insurance as required under applicable current legislation. I agree that such insurance effected by virtue of Clause 13 above shall include as Additional Joint Assureds The Royal Aero Club Records Racing and Rally Association, its Directors, Officials servants and Agents and that the following endorsements shall be included within the policy:</p> <p>13.1 "It is hereby noted and agreed that Royal Aero Club Records Racing and Rally Association approved check pilots and supervisors are included as passengers under the Passenger legal liability section of this policy when being carried for the purpose of training or checking a permitted pilot.</p> <p>13.2 Insurers agree to hold harmless and waive rights of subrogation against The Royal Aero Club Records Racing and Rally Association, its Directors, Officials and Agents.</p> <p>13.3 Subject otherwise to the terms conditions limitations and exclusions of the policy".</p> | |
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INDEMNITY:

Each of them the undersigned Pilot, Navigator and Responsible Adult if applicable hereby severally DECLARE and AGREE as follows:

1. I am fully aware of the risks inherent in aviation generally and air racing in particular and I am willing to accept those risks;
2. I agree and undertake at all times to fully comply with the terms of this Declaration and Indemnity knowing that any breach of those terms may lead to claims being made against the Royal Aero Club Records, Racing and Rally Association Ltd, their officers, supporting individuals, associates and agents in respect of any loss or injury suffered by the Claimant or claimants as a result of the Air Race Event.
3. I agree to indemnify the Royal Aero Club Records, Racing and Rally Association Ltd, their officers, supporting individuals, associates and agents against any claims for damages, costs or losses against them whether on my own account or on my behalf or by any third party which arise as a result of the Event and are attributable directly or indirectly to my participation in the Event or to any breach by me of the terms of this Declaration and Indemnity.

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| Pilot Signature: | | Date: | |
| Navigator Signature: | | Date: | |
| If the Navigator is under 18 years of age then this form must be signed by a parent or guardian or by someone who is authorised by a parent or guardian in writing to act in loco parentis ('the Responsible Adult'). | | | |
| Responsible Adult Signature: | | Date: | |
| Print: | | Relationship to minor: | |

