

REQUEST TO USE EMU PARK AIRCRAFT LANDING AREA (YEMP)

The strip is on public land maintained by Council as Trustee for land owned by the State Government.

It is not an unregistered or uncertified aerodrome but classified as an Aircraft Landing Area (ALA) by CASA.

CAR 92(1) puts the responsibility on the pilot to ensure that the place is suitable for use as an aerodrome; and having regard to all circumstances of the proposed landing or take-off (including prevailing conditions), that the aircraft can land at, or take-off from, the place in safety.

Any decision to use this facility is the sole responsibility of the Pilot at his or her own risk (refer http://airportguide.com/airport/Australia/Emu_Park-YEMP/).

Council do not perform technical or routine inspections on the ALA.

Council performs minor irregular maintenance (such as mowing and pothole repair) of the landing area and anyone intending to use the ALA should ensure they evaluate the landing area for their purpose of landing or taking off before use.

Any published information available on internet websites regarding this ALA has not been authorised by Council.

INDEMNITY AND RELEASE FOR LIVINGSTONE SHIRE COUNCIL

THIS AGREEMENT is made on day of..... 20..... by

.....
(Intended User's Name)

.....("Indemnitor")
(Intended User's Name)

The Intended user of the EMU PARK ALA (YEMP) accepts the following Indemnity and Release Conditions:

1. INDEMNITY

(A) In consideration of Livingstone Shire Council providing the Indemnitor with permission to use Emu Park Aircraft landing Area the Indemnitor must indemnify and keep indemnified Livingstone Shire Council and each servant, employee, officer, agent and contactor of Livingstone Shire Council from and against all and any loss, damage, cost, charge, expense or other liability however suffered, paid or incurred by or threatened against Livingstone Shire Council or any one or more of its servants, employees, officers, agents and contractors in relation to or arising out of or in consequence of:

- (i) Any action, proceeding, claim or demand which is or may be brought, made or prosecuted or threatened against Livingstone Shire Council or any one or more of its servants, employees, officers, agents and contractors in respect of any loss of or damage to property, loss of life or personal injury or other loss that may arise in any way from the procedures, policies, work practices or inductions provided by the Indemnitor or by any servant, employee, officer, agent or contractor of the Indemnitor (including, but not limited to any loss of or damage to property or loss of life or personal injury or other loss suffered or incurred by the Indemnitor or any servant, employee, officer, agent or contractor of the Indemnitor) and;
 - (ii) Any action, proceeding, claim or demand which is or may be brought, made or prosecuted or threatened against Livingstone Shire Council or any one or more of its servants, employees, officers, agents and contractors in respect of any loss of or damage to property, loss of life or personal injury or other loss that may arise in any way from the permission to use Emu Park Aircraft Landing Area by Livingstone Shire Council or by any servant, employee, officer, agent or contractor of Livingstone Shire Council (including, but not limited to any loss of or damage to property or loss of life or personal injury or other loss suffered or incurred by the Indemnitor or any servant, employee, officer, agent or contractor of the Indemnitor) and;
 - (iii) Any other thing in any way relating to the permission of use of Emu Park Aircraft landing Area by Livingstone Shire Council or any servant, employee, officer, agent or contractor of Livingstone Shire Council; and
- (B) The indemnity in this clause 1(A) is a continuing indemnity and remains in full force and effect until this Agreement has been finally discharged by Livingstone Shire Council in writing.

2. RELEASE

The Indemnitor releases the Livingstone Shire Council and each servant, employee officer, agent and contractor of the Rockhampton Regional Council from:

- (i) All claims, actions, causes of action, proceedings and demands which the Indemnitor now has or, but for the clause 2 would or might at any time in the future have, against Livingstone Shire Council or any servant, employee, officer, agent or contractor of Livingstone Shire Council in relation to this Agreement; and
- (ii) All present or future liability of Livingstone Shire Council or any servant, employee, officer, agent or contractor of Livingstone Shire Council to the Indemnitor however caused in relation to or arising out of or in consequence of permission to use the Emu Park Aircraft landing Area.

- (iii) The release contained in this clause 2 operates even if the Indemnitor is not now aware of, or has no present knowledge of, or at any future time is not aware or has knowledge of, any fact or circumstance which may now or in the future be relevant to or apply in relation to any such claim, action, cause of action, proceeding or demand or liability.
- (iv) The Indemnitor must not make or commence or threaten to make or commence any claim, action, cause of action, proceeding or demand referred to in this clause 2.

3. BENEFIT

It is intended that each servant, employee, officer, agent and contractor of Livingstone Shire Council obtain the benefits expressed in their favour under this Agreement and be entitled to enforce the same.

4. GOVERNING LAW

- (A) This Agreement is to be governed by the laws of the Commonwealth of Australia and the State of Queensland.
- (B) The Indemnitor submits to the non-exclusive jurisdiction of the Courts of the Commonwealth of Australia and the State of Queensland and any Courts that have jurisdiction to appeals from the aforementioned Courts.

Signed by:
(Print full name)

..... /...../.....
(Sign here) (Date)

In the presence of:
(Print full name of Witness)

..... /...../.....
(Witness Sign here) (Date)