

## 解除、免除飛行活動的法律責任及有關彌償同意書

本解除、免除法律責任及有關彌償同意書，由本人，即下方簽署人作為其中一方，而香港航空青年團（下稱「航青團」）、香港飛行總會有限公司（下稱「飛行總會」）及 Toprotor Aviation Limited（下稱「Toprotor」）及 Kai Tak Aviation Limited（下稱「KTA」）一併作為本同意書的另一方，在本人（或本人的子女，視乎情況而定）要求下，以航青團、飛行總會、Toprotor 及/或 KTA 所擁有、操作及/或籌組的飛機接載本人（或本人的子女）（作為搭客）及准許本人（或本人的子女，視乎情況而定）進入飛行總會的場地作為代價，而本人、本人的遺產繼承人、本人的遺產代理人及受供養人士（統稱「解除責任人」）現解除及免除一切由解除責任人（或我們任何一人）在任何時候可對航青團、飛行總會、Toprotor 及/或 KTA、其現時及將來的成員、職員、董事、代理、僱傭、僱員及任何上述人士的授權人士，以及其有關的遺產繼承人及有關飛機的機師（或他們其中一人）提出的所有賠償損失要求、法律行動、索償、要求及任何性質的訴訟因由。

上述解除及免除法律責任的條款是解除任何財物損毀、受傷、身體不適或疾病（包括由於受傷，身體不適或疾病引致的死亡）的法律責任，不論該等受傷、身體不適或疾病是精神上或是肉體上或兩者皆是，亦不論上述受傷或身體不適或疾病在任何時候顯露以及如何引起或如何由本人（或本人的子女）患上或染上，亦不論是在乘搭任何上述飛機之前。飛行途中或之後發生，或不論直接或間接由本人（或本人的子女）處於或接近任何上述飛機所引起的法律責任。

上述解除及免除法律責任亦包括解除本人的個人物品損毀的法律責任（不論是如何引起的），而此等損毀是由於在任何時候本人將個人物品擺放在或接近由航青團、飛行總會、Toprotor 及/或 KTA 直接或間接擁有或操作的任何飛機上引致及/或擺放於或接近由青年團或飛行總會所使用的任何場地而引致，以及包括任何上述原因所導致的任何損失。

上述解除責任人亦同意，如有任何由於上述受傷、身體不適、疾病、損失或損毀而引致任何人士對航青團、飛行總會、Toprotor 及/或 KTA 提出賠償要求、行動、索償、要求、以及訴訟因由（包括一切法律訴訟之費用），上述解除責任人在任何時候均會全面及有效地彌償航青團、飛行總會、Toprotor 及/或 KTA 的損失。

日期：\_\_\_\_\_

姓名（正楷）：\_\_\_\_\_（成人）

香港身份證號碼：\_\_\_\_\_（成人）

簽署：\_\_\_\_\_

\* \* \* \* \*

（18 歲以下成員適用）

本人，即下列簽署人，為本人子女（子女姓名）（正楷）\_\_\_\_\_（下稱「本人子女」）的父母/合法監護人，現同意及代表本人子女提交上述解除及免除法律責任及彌償同意書，以作為本人子女（在本人及本人子女要求下）可以用乘客身份乘搭上述有關飛機之代價。

日期：\_\_\_\_\_

父母/合法監護人姓名（正楷）：\_\_\_\_\_（成人）

香港身份證號碼：\_\_\_\_\_

簽署：\_\_\_\_\_

RELEASE, DISCHARGE AND INDEMNITY  
FOR FLYING ACTIVITIES

By this Release, Discharge and Indemnity made between me, the undersigned, of the one part and the Hong Kong Air Cadet Corps (“**HKACC**”), The Hong Kong Aviation Club Limited, (“**HKAC**”), Toprotor Aviation Limited (“**Toprotor**”) and Kai Tak Aviation Limited (“**KTA**”) collectively of the other part in consideration of my (or my child, as the case may be) being carried at my request (or my child, as the case may be) as a passenger in any aircraft owned, operated and/or organised by HKACC, HKAC, Toprotor and/or KTA and being permitted to enter the premises occupied by HKAC, I, for myself, my estate, my personal representatives and dependants (collectively “**the Releasors**”) do hereby release and discharge HKACC, HKAC, Toprotor and KTA, their present and future members, officers, directors, agents, servants, employees and others authorized by any of them and their respective estates and the pilot-in-command of the aircraft from all loss and damage, actions, claims, demands and causes of action of any nature that the Releasors (or any of us) may at any time have against them (or any of them) in respect of any property damage, injury, illness or disease (including injury, illness or disease resulting death) and whether such be mental or physical or both whensoever manifesting itself and howsoever the same may be caused sustained or contracted by me (or my child) before, during or after any flight in any such aircraft or in other way directly or indirectly from my (or my child’s) presence in or near any such aircraft and for any loss of or damage to (howsoever caused) my personal belongings damaged at any time whilst in or near any aircraft owned or operated directly or indirectly by HKACC, HKAC, Toprotor and/or KTA and/or whilst on or near any premises occupied by HKACC or HKAC and, in all cases, any losses consequential thereon.

And the Releasors hereby further agree that the Releasors shall at all times fully and effectually indemnify the HKACC, HKAC, Toprotor and/or KTA against all loss and damage, actions, claims, demands and causes of action (including legal costs and expenses on a full indemnity basis) that may be made against them (or any of them) arising out of or in any way consequential upon any such injury illness disease loss or damage howsoever the same may have arisen.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_ year

Name (block letters): \_\_\_\_\_

HKID No. \_\_\_\_\_ Signature: \_\_\_\_\_

\* \* \* \* \*

**(For member aged under 18 years old)**

I, the undersigned, am the parent/legal guardian of my child (block letters) \_\_\_\_\_  
( \_\_\_\_\_ ) (“**my child**”) hereby agree to give the above Release Discharge and Indemnity for and on behalf of my child in consideration of my child being carried, at my and my child’s request, as a passenger mentioned above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_\_ year

Name: \_\_\_\_\_  
Parent’s/Legal guardian’s name (block letters)

HKID No. \_\_\_\_\_ Signature: \_\_\_\_\_