

## **RED THUNDER TACTICAL FORMATION CLINIC (TFC) AIRCREW TERMS AND CONDITIONS**

### **GENERAL**

1. These Terms and Conditions apply to all Participants taking part in a Red Thunder event. By entering into a Red Thunder event, a Participant agrees to be bound by all of these Terms and Conditions.
2. Participants agree to be bound by our rules, policies, and the various documents used in the conduct of our Red Thunder events.
3. Should a Participant not comply with any of the Terms and Conditions, they may be prohibited from participating in this Red Thunder event or any future Red Thunder event, at the sole discretion of the Red Thunder Organisers.
4. Red Thunder events are not races.
5. The Red Thunder event is an organised programme of events. During Red Thunder events, Participants may only participate in those events organised or specified by the Red Thunder Organisers. Participants may not conduct any private or commercial flying at Red Thunder events, other than that which is expressly arranged, authorised, and supervised by the Programmer, Air Boss and or other delegated Authorising Officer.
6. Participants must not place any bets in relation to Red Thunder events.
7. Participants must operate their aircraft lawfully, safely, in accordance with all applicable aviation laws and airfield protocols and with proper care, skill and courtesy to all other Participants and members of the public.
8. Participants must abide by the flying program and any direction or decision of the Red Thunder Organisers, their servants and agents, including Flight Leads, the Programmer, Authorising Officers, and the Air Boss.
9. The Red Thunder Organisers, Programmer, Authorising Officers, or the Air Boss may withhold a Pilot or Passenger or other Participant from further participation in a Red Thunder event at any time and at their sole discretion.
10. The Red Thunder Organisers or their delegate may vary the Red Thunder activities at any time.
11. Participants must co-operate with the Red Thunder Organisers and comply with any lawful direction of the Red Thunder Organiser's servants or agents relating to the safety and welfare of any person or aircraft during a Red Thunder event.
12. The Red Thunder Organisers reserve the right to modify these Terms and Conditions in their absolute discretion. The Red Thunder Organisers will endeavour to notify Participants of any modified Terms and Conditions as soon as is practicable. Participants shall be deemed to have accepted any modified Terms and Conditions by participating in Red Thunder events. Participants are responsible for ensuring they are aware of the Terms and Conditions at all times.
13. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Red Thunder Organisers, and which prevents the Red Thunder Organisers from complying with these Terms and Conditions, the Red Thunder Organisers will not be liable for any failure to perform or delay in performing their obligations, and the Red Thunder Organisers reserve the right (subject to any applicable law) to at any time cancel, terminate, modify or suspend Red Thunder events.
14. The Red Thunder Director's decisions on any issues arising out of these Terms and Conditions are final and binding on the Participants.

## **PARTICIPATION**

### 15. Pilot participants must:

- 15.1. be over 18 years of age on the day preceding the commencement of a Red Thunder event;
- 15.2. hold a valid Australian Pilot's licence.

### 16. To participate in Red Thunder events:

- 16.1. Participants must pay a Registration Fee by the due date and agree to pay a Catering and Incidental fee within 14 days of an invoice for that fee.
- 16.2. Pilots must complete the following documents by mail or electronic registration by the Registration closure date;
  - 16.2.1. Pilot Information Sheet
  - 16.2.2. Passenger Information Sheet
  - 16.2.3. Display Pilot Sheet (if required)
  - 16.2.4. Display Pilot Signature Sheet (if required)
  - 16.2.5. Provide a copy of their current Pilot Medical
  - 16.2.6. Provide a copy of their current Pilot License
  - 16.2.7. Provide a copy of their Aerobatic, Formation and Low-Level Endorsements
  - 16.2.8. Provide a copy of their aircraft insurance confirming public liability insurance coverage of not less than \$5,000,000.00
  - 16.2.9. Provide any other information required by the Red Thunder Organisers.

17. Only those Participants that are formally-trained military or ex-military fighter pilots are considered to be qualified to conduct all activities. Red Thunder activities rely solely on the representations made by the Participants as to the Participants' experience and ability with respect to their participation in Red Thunder events.

18. Participants acknowledge that the Red Thunder Organisers rely on the truth and accuracy of the information provided by the Participant in accepting them as a Participant for the event.

### 19. Participants acknowledge that:

- 19.1. Red Thunder does not insure Participants to participate in the event;
- 19.2. Each Participant must have and maintain insurance, satisfactory to the Red Thunder Organisers with respect to all of the activities and operations at Red Thunder events to cover property, health, injury and death events, as well as having obtained a minimum public liability of \$5,000,000.00 per aircraft.

20. At the request of the Red Thunder Organisers, a Participant must provide a copy of their insurance policy or certification that they have obtained appropriate insurance in accordance with these Terms and Conditions.

21. Acceptance of Participants to a Red Thunder event is at the absolute discretion of the Red Thunder Organisers.

22. No refunds of the Registration Fee will be given under any circumstances (including, without limitation: if at any point after a Participant has entered the Red Thunder event, the Participant is unable to participate in any stage of the Red Thunder event for any reason; if the Participant is unable to stay at any of the locations (as organised by the Red Thunder Organisers) during the course of a Red Thunder event; or if a Participant is removed from participation in the Red Thunder event after it is determined that he or she has not obtained appropriate insurance (in accordance with these Terms and Conditions)).

23. Registration Fees are not transferrable.

24. Payment of Registration Fees, Catering & Incidental Fees, and any other fees incurred must be made by direct deposit to the account nominated by the Red Thunder Organisers.
25. Participants may not bring any animals (including dogs) with them to Red Thunder events. A Participant bringing an animal to a Red Thunder event will be barred from participating in the event.
26. Prizes may be awarded during a Red Thunder event. The award of any prize is at the absolute discretion of the Red Thunder Organisers.

### **AIRCRAFT OPERATION AND MAINTENANCE**

27. Participants must comply with all applicable laws and regulations of each State and Territory through which they operate during a Red Thunder event, including without limitation, all Civil Aviation Safety Authority (CASA) regulations and delegations, and all laws relating to the operation and maintenance of their aircraft.
28. Participants may not be in the possession of or use prohibited substances.
29. Participants must not during the course of a Red Thunder event fly or drive under the influence of alcohol, prohibited drugs or substances, or any other intoxicating substances.
30. Participants must not fly, drive, or operate machinery at a Red Thunder event if their ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other condition.
31. Each Participant is responsible for all costs and expenses associated with participating in a Red Thunder event including but not limited to costs or expenses associated with accommodation, food, transport, personal expenses, fuel expenses, and any fines which may be incurred by the Participants while participating in a Red Thunder event.
32. Each Participant is responsible for all repairs, maintenance and operating costs associated with their aircraft.
33. Each Participant warrants that their aircraft is maintained in accordance with the Civil Aviation Safety Authority (CASA) Regulations and or any other relevant laws.
34. Participants must attend the Red Thunder Operational Induction Brief prior to commencing any activities at a Red Thunder event. Non-attendance will result in the Participant's right to participate in a Red Thunder event being cancelled with forfeiture of all monies paid.
35. All sorties flown at Red Thunder events are to be formally briefed by Flight Leads. The Pilot In Command (PIC) of each Aircraft is required to be present for all sortie briefings during the course of a Red Thunder event. Participants who fail to attend any sortie brief will not be permitted to participate in that sortie.
36. Passengers must not be carried during any display flights or during any practice display flights.
37. Participants carrying passengers in their aircraft do so solely at their own risk. The carriage of passengers at a Red Thunder event is a private arrangement between the Participant as the Pilot in Command of the aircraft and the Passengers concerned. Passengers participate in a Red Thunder event at their own risk.
38. Prior to boarding an aircraft, passengers are to be briefed by the Pilot in Command in activities which are to be conducted, as well as all safety and other items required by law.

### **TRAINING and USE OF MATERIALS**

39. On confirmation of acceptance to a Red Thunder event, each Participant will have access to Flight Operations (OPS) Instructions, Standard Operating Procedures (SOP's), Mass Briefs, and other information about Red Thunder events. The Operational Instructions contain important information about Red Thunder flight activities. Each Participant agrees that they are responsible for reading, understanding, and abiding by Red Thunder Flight Operations Instructions.

40. On confirmation of acceptance to Red Thunder events, each Participant will also have access to Standard Operating Procedures and Mass Brief documents prior to the commencement of a Red Thunder event. These documents provide information critical to the training and other activities conducted at Red Thunder events. Each Pilot Participant must read and understand these documents prior to participating in any formation, flour bombing, streamer cutting, training or final day exercise events.
41. The documents and materials that are supplied by Red Thunder are only intended for use by those persons who have been accepted as a participant in a Red Thunder event, and who have received those documents directly from the Red Thunder organisers for operations run by Red Thunder at a Red Thunder event.
42. Red Thunder does not warrant or represent that the documents, materials and information sessions provided by Red Thunder certify the Participants to perform the activities without the supervision and strict control conditions operated by Red Thunder.
43. The information provided by Red Thunder is generic only and does not relate to any specific type of aircraft. Therefore, the information is not intended to be exhaustive or comprehensive, or to relate to any specific type of aircraft or aircraft types.
44. Participants acknowledge that the information that is supplied by Red Thunder that is related to a specific aircraft, or aircraft types or for modified aircraft may not be correct or complete.
45. The documents, materials and activities should only be used by the Participants within the supervisory processes utilised by Red Thunder at Red Thunder events.
46. The guidance that is provided at Red Thunder events to Participants:
  - 46.1. Is provided only for the purposes of the Participants undertaking Red Thunder operations under the strict control conditions monitored by Red Thunder;
  - 46.2. Is provided by Red Thunder Senior Pilots based on that individuals experience. The Participants acknowledge that the Red Thunder Senior Pilots are not necessarily approved trainers nor approved to provide the training for those specific operations or in relation to those aircraft or aircraft types; and
  - 46.3. Does not certify the Participants to undertake the flight operations conducted at Red Thunder events at any other time or venue outside of the Red Thunder event and the Red Thunder system of supervision;
  - 46.4. Should not be held out by Participants as qualifying them to undertake the flight operations conducted at Red Thunder events at any other time or venue outside of the Red Thunder event and Red Thunder system of supervision.
47. Participation in Red Thunder events by the Participants is at the Participants' sole risk. Red Thunder do not represent or warrant that any activity, information or training provided is accurate or correct in any respect.
48. All activities and operations of Red Thunder must be conducted under the strict control conditions of Red Thunder and not outside of or without the supervision of Red Thunder.
49. All Participants will be formally briefed with respect to any activity or operation prior to participating in that activity or operation.
50. Notwithstanding that the operations and activities of Red Thunder will be undertaken under strict control conditions, Red Thunder, its servants and agents including Senior Pilots do not accept any liability or responsibility for any death, injury, damage, loss or claim suffered by the Participants in the course of undertaking the operations or activities at Red Thunder events.

## **PRIVACY**

51. Each Participant authorizes Red Radials (Northern Chapter) Ltd, the Red Thunder Directors, the Red Thunder Organisers, and any Production Crew to:

- 51.1. use their name, voice, image, likeness, acts and statements in any media, before, during or after Red Thunder for advertising, public relations and publicity purposes in perpetuity without compensation; and
  - 51.2. reproduce, sell, copyright, exhibit, broadcast and / or distribute any footage described in clause 51.1 in any media.
52. Any photography, sound recordings or video footage created by Participants during the Red Thunder may only be used by the Participants for personal purposes. Participants may not reproduce, sell, copyright, exhibit, broadcast and / or distribute any of their own photography, sound recordings or video footage for commercial purposes.
53. The Red Thunder Organisers require each Participant's personal information in order to conduct Red Thunder events. If a Participant does not provide the mandatory personal information requested, then the Participant will not be able to participate in Red Thunder events. By participating in Red Thunder events, each Participant is taken to consent to the Red Thunder Organisers using the Participant's personal information to administer a Red Thunder event and disclosing the Participant's personal information to organisations that assist the Red Thunder Organisers with administering a Red Thunder event, and to third parties as required by law. The Red Thunder Organisers are bound by the National Privacy Principles in the Privacy Act 1988 (Cth) and by participating in Red Thunder events, each Participant is taken to consent to the Red Thunder Organisers' privacy policy (Privacy Policy). By participating in Red Thunder events, each Participant also consents to the Red Thunder Organisers using their personal information for future marketing purposes, unless otherwise advised by the Participant. A Participant may access and correct any personal information held by the Red Thunder Organisers, upon request to the Red Thunder Organisers.

#### **ACKNOWLEDGEMENT, RELEASE AND INDEMNITY**

54. Each Participant acknowledges and agrees that:
- 54.1. Participation in the Red Thunder event is potentially dangerous and there are risks and dangers associated with participation. These risks and dangers include, but are not limited to :
    - 54.1.1. The nature of Aircraft Operations, including but not limited to; Aviation accidents; collisions with wildlife, persons, vehicles, other Aircraft, and fixed or moving objects;
    - 54.1.2. The nature of the activities conducted at a Red Thunder event, including but not limited to; airfields available for use, formation flight, combat flight, low level flight, and the release of articles in-flight;
    - 54.1.3. The nature of the accommodation and the roads travelled upon, including but not limited to; the standards of accommodation, road quality, distances driven, and the remoteness of the locations covered during Red Thunder events;
    - 54.1.4. The negligence of other persons, including but not limited by; Participants, other Pilots, and other persons directly or indirectly effecting Red Thunder activities;
    - 54.1.5. The physical nature of the activities at Red Thunder events; including but not limited to; the strenuous physical and mental exertion of multi-aircraft and combat flight, and serious bodily injury or death to Participants or other persons.
  - 54.2. They have considered and accepted the risks and dangers associated with participating in a Red Thunder event (including, without limitation, those set out above), are participating freely in the event, and have not relied on any representation, advice, statement or information of any kind provided by or on behalf of Red Radials (Northern Chapter) Ltd, Red Thunder, the Red Thunder Director, the Red Thunder Organisers, the Red Thunder Assistants, or any Sponsors;

- 54.3. During the course of the Red Thunder event, they are responsible for the Aircraft they fly, and or any Car they drive, including any damage to the Aircraft or Car, or any damage caused by the Aircraft or Car to any property or person;
  - 54.4. They will not intentionally or recklessly cause or contribute to any damage to any person, Aircraft or Car used at a Red Thunder event (including, for the avoidance of doubt, any Aircraft or Car flown or driven by them, or in which they are a passenger); and
  - 54.5. They are responsible for any claims, demands, causes of action, prosecutions or proceedings made or brought against them arising from any acts, events, occurrences or omissions during the Red Thunder event ; and to the fullest extent permitted by law, they release the Red Radials (Northern Chapter) Ltd, Red Thunder, the Red Thunder Director, the Red Thunder Organisers, the Red Thunder Assistants, and any Sponsors, from any claim (including any right to seek contribution or indemnity), which they may otherwise have in respect of any such claims, demands, causes of action, prosecutions or proceedings.
55. To the fullest extent permitted by law, each Participant agrees to indemnify and keep indemnified the Red Radials (Northern Chapter) Ltd, Red Thunder, the Red Thunder Directors, the Red Thunder Organisers, the Red Thunder Assistants, and any Sponsors from and against any loss, cost, expense, liability or damage suffered or incurred by any of the Red Radials (Northern Chapter) Ltd, Red Thunder, the Red Thunder Director, the Red Thunder Organisers, the Red Thunder Assistants, and any Sponsors, other Participants or any other person:
- 55.1. in respect of any claim, demand, cause of action, prosecution or proceeding arising directly or indirectly from any act, event, occurrence or omission of that Participant occurring during or in any way in connection with a Red Thunder event; or
  - 55.2. as a result of any damage, injury or death to, or caused or contributed to by, the Participant during a Red Thunder event.
56. To the fullest extent permitted by law, none of the Red Radials (Northern Chapter) Ltd, Red Thunder, the Red Thunder Director, the Red Thunder Organisers, the Red Thunder Assistants, and any Sponsors will be liable for:
- 56.1. any loss or damage whatsoever suffered or incurred by a Participant resulting from or incidental to participation in a Red Thunder event, whether direct, indirect or consequential, and including (without limitation) loss of income, loss of profits, loss of bargain, and medical, legal, travel, insurance or mechanical costs or expenses, or
  - 56.2. any personal injury or death suffered or sustained by a Participant participating in the Red Thunder event, howsoever arising (including but not limited to by reason of any of the Red Radials (Northern Chapter) Ltd, Red Thunder, the Red Thunder Director, the Red Thunder Organisers, the Red Thunder Assistants, and any Sponsors negligence, breach of contract, or breach of statutory or other legal duty except for any liability which cannot be excluded by law, and each Participant releases the Red Radials (Northern Chapter) Ltd, Red Thunder, the Red Thunder Directors, the Red Thunder Organisers, the Red Thunder Assistants, and any Sponsors from any such liability.
57. The Red Thunder Organisers are committed to ensuring there is a culture of exemplary behaviour maximising safety at Red Thunder events. All participants are encouraged to report to a RT Director any conduct by another person during the event which they, in good faith genuinely, believe will cause or be likely to cause harm to a person or aircraft at the event. The RT Organisers will take all reasonable steps to:
- 57.1. protect the identity of a person reporting misconduct where this is practical and appropriate; and
  - 57.2. take appropriate action in relation to the reported conduct having regard to the Terms and Conditions and the law.

## 58. DEFINITIONS

- 58.1. **Air Boss** means a Pilot who is designated to supervise all Air Operations at Red Thunder. The Air Boss is responsible for safety of air activities and the conduct of air operations within the Civil Aviation Regulations and the various approvals attained by Red Thunder. The Air Boss will be a Pilot sufficiently experienced to properly supervise flight operations with due regard airspace requirements, tarmac movements, local area frequency congestion, sortie complexity, participant experience and qualifications, weather and Notices to Airmen (Notams). The Air Boss may be the Programmer and or an Authorising Officer.
- 58.2. **Aircraft Crew** means the Pilot In-Command, Co-Pilot, Flight Engineer, with or without Passenger, and any other support crew required to operate the aircraft either inflight or on ground.
- 58.3. **Aircraft** means an aircraft participating in or affected by a Red Thunder event.
- 58.4. **Authorising Officer** means a Pilot who is delegated to Authorise Flights at Red Thunder. The Authorising Officer will be present at a Flight Briefing or attend a brief with the Flight Lead to ensure proper briefing and supervision of flight activities. An Authorising Officer will be a Pilot sufficiently experienced to properly supervise flight operations with due regard to airspace requirements, tarmac movements, local area frequency congestion, sortie complexity, participant experience and qualifications, weather and Notams. An Authorising Officer may be the Air Boss or the Programmer.
- 58.5. **Catering & Incidental fee** means the amount calculated at the end of the Red Thunder event, equivalent to the total Catering and Incidentals incurred, divided by the total number of Participant Days and multiplied by each individual Participant's number of days attended.
- 58.6. **Co-Pilot** means the pilot who occupies a pilot seat, which is required to assist the Pilot In-Command to operate the aircraft.
- 58.7. **Flight Lead** means that pilot who is in command of a formation of aircraft
- 58.8. **Red Radials or Red Radials Northern or RR** means Red Radials (Northern Chapter) Ltd (ACN : 632 193 090) t/a Red Thunder.
- 58.9. **Participant** means any Person, Pilot, Aircraft Crew, Aircrew, Pilot In-Command, Passenger who participates in a Red Thunder event.
- 58.10. **Pilot In-Command (PIC)** means the pilot who occupies the control seat of the aircraft from which the Captain of that aircraft is required to operate the aircraft.
- 58.11. **Production Crew** means photographers and videographers as nominated by the Red Thunder Organisers from time to time.
- 58.12. **Programmer** means a Pilot who is designated to program pilots to fly specific tasks and sorties. The programmer will be a Pilot sufficiently experienced to properly supervise flight operations with due regard to; airspace requirements, tarmac movements, local area frequency congestion, sortie complexity, participant experience and qualifications, weather and Notams. The Programmer reports to the Air Boss but may be the Air Boss or an Authorising Officer.
- 58.13. **Red Thunder** means the Registered Business name licenced to Red Radials (Northern Chapter) Ltd conducting Red Thunder events.
- 58.14. **Red Thunder TFC or Red Thunder Tactical Formation Clinic (TFC)** means an aviation event run by Red Thunder over the dates and times published by the Red Thunder from time to time and as generally described within these Terms and Conditions.
- 58.15. **Red Thunder event** means a Red Thunder aviation event or activity, as generally described within these Terms and Conditions.

- 58.16. **Red Thunder Assistants** means all persons engaged (whether voluntarily or otherwise) or employed by the Red Thunder Organisers in the planning, organisation and / or conduct of a Red Thunder event, including but not limited to; the Air Boss, the Programmer, the Authorising Officers, Senior Pilots, Safety Officer, Standards Officer, Gill Vardi, James Crockett, and Richard Waugh.
- 58.17. **Red Thunder Organisers** means Red Radials (Northern Chapter) Ltd and the Red Thunder Directors.
- 58.18. **Red Thunder Directors** means Gill Vardi, James Crockett, and or Richard Waugh or other person as appointed by Red Radials (Northern Chapter) Ltd.
- 58.19. **Registration fee** means the fee charged for participation in Red Thunder 2019
- 58.20. **Terms and Conditions** means these Terms and Conditions and any other Red Thunder Terms and Conditions available at: <https://www.redthundertfc.com.au> and include all Information on how to enter the Red Thunder event, and any changes to these Terms and Conditions from time to time
- 58.21. **Senior Pilot** means a pilot based on his or her experience who provides guidance to other Red Thunder Participants. A senior pilot may not hold formal instructing qualifications. A senior pilot, by virtue of their experience, provides guidance to other pilots to maintain general competency in the activities undertaken. Nothing should be interpreted to abrogate the responsibilities and authority of the Pilot In-Command.
- 58.22. **Sponsors** means all sponsors of the Red Thunder as nominated by the Red Thunder Organisers from time to time.