



AIRCRAFT INDEMNITY FORM

I, the undersigned, being the owner/Director of:

.....
(Details of the legal entity that owns / is responsible for the operation of the aircraft)
(hereinafter referred to as the Company) duly authorised as such and acting on behalf of the Company, being the owner and / or the operator of the following aircraft described as:

.....
(Details of the aircraft, including Registration Number)
(hereinafter referred to as the aircraft) hereby acknowledge that duly authorised pilots employed by and / or acting on behalf of the Company shall from time to time use landing strips which are either owned or which may be situated on property owned, managed or controlled by And Beyond Holdings (Pty) Limited and /or any of its subsidiaries and affiliates (“And Beyond”).

The Company acknowledges that notwithstanding any marking contained on the said landing strips, they shall at all times be deemed to be private landing strips and as such are not certified, are unregistered, unlicensed, unfenced, unprotected, unlit, may not be maintained, may not have been accurately measured in length and in width, may not have an accurate altitude and that there may be hazards and / or obstacles in existence on the approach to the said landing strips on the climb-out from the said landing strips, on the landing strips themselves and on all and any taxing areas and parking areas. In addition thereto the Company acknowledges that firebreaks may not be in existence and that there is a risk of fire emanating from whatever reason or whatever cause on the said landing strips as referred and / or situated on the property of And Beyond and / or on adjacent property of And Beyond.

Furthermore, the Company acknowledges that there is a very real risk to the aircraft and its occupants arising from the said hazards and / or obstacles including the existence of the movement of wild animals, reptiles, birds, insects and / or the possibility of trespassers on the said landing strips and / or in the immediate vicinity including taxi-ways and parking areas.

With the full knowledge of the foregoing the Company understands and accepts that And Beyond gives no warranties, representations or undertakings of whatsoever nature, either expressly or implied, as to the safety in utilising the said landing strips at any time whatsoever.

The Company further acknowledge that whenever the said landing strips are utilised either intentionally or under emergency conditions by the Company , the Company hereby indemnifies and holds And Beyond, its subsidiaries, affiliates, shareholders, directors, management, employees, contractors, agents and representatives (of any form) harmless against any claim, loss or damage or actions which may arise or be brought and / or instituted by any third party whether such third party is, without limitation, employed by the Company or is a guest and/ or a patron and / or an invitee and / or being conveyed by the Company (whether intentionally or unintentionally) for

whatever reason whatsoever, as a result of or in connection with use by the Company and the aircraft of the landing strips.

BY SIGNATURE OF THIS INDEMNITY THE COMPANY AGREES TO:

- I. meet and settle all and any claims for damages or loss instituted by any person (legal or natural) arising in connection with or incidental to the use of the landing strips, and / or
- II. contest any claim/s for damages which may be instituted by any person due to any damage or loss sustained by such person as a result of the use of the landing strip, the cost of which contesting shall be for the account of the Company, and
- III. hold And Beyond, its subsidiaries, affiliates, shareholders, directors, management, employees, contractors, agents and representatives (of any form) harmless against all and any such claims including, but not limited to, any claims for damages, interests and costs.

Lodge Name	_____	
Date of Flight	_____	ETA _____
Date of Flight	_____	ETD _____
Guest Name	_____	Reservation Number _____
Pilot Name	_____	Contact Number _____

Duly authorised and acting on behalf of

Please complete indemnity and return to fax: 0865726234 or email: Phinda Airwing phinda@fedair.com