

TESTING TERMS AND CONDITIONS AND EXAMINER INDEMNITY

THIS INDEMNITY APPLIES TO ALL SKILLS TESTS, PROFICIENCY CHECKS, RENEWALS, REVALIDATION'S, RATINGS, AND ASSESSMENTS CONDUCTED BY **KEVIN PATTEN AND KEVIN PATTEN AVIATION (PTY) LTD**, ACTING AS A DESIGNATED FLIGHT EXAMINER ("THE EXAMINER").

BY REQUESTING, BOOKING, OR PARTICIPATING IN A SKILLS TEST, THE UNDERSIGNED ("THE CANDIDATE") CONFIRMS ACCEPTANCE OF THE FOLLOWING:

ASSUMPTION OF RISK

- THE CANDIDATE ACKNOWLEDGES THAT AVIATION ACTIVITIES ARE INHERENTLY HAZARDOUS AND MAY INVOLVE RISK OF INJURY, LOSS, DAMAGE, OR DEATH.
- PARTICIPATION IN A SKILLS TEST IS UNDERTAKEN **ENTIRELY AT THE CANDIDATE'S OWN RISK**.

PILOT IN COMMAND

- UNLESS EXPRESSLY AGREED OTHERWISE, THE CANDIDATE SHALL REMAIN THE **PILOT-IN-COMMAND (PIC)** OF THE AIRCRAFT FOR THE DURATION OF THE SKILLS TEST.
- WHILE ACTING AS PIC, THE CANDIDATE ACCEPTS FULL RESPONSIBILITY FOR:
 - THE SAFE AND LEGAL OPERATION OF THE AIRCRAFT
 - COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, AND PROCEDURES
 - THE SAFETY OF ALL PERSONS AND PROPERTY
- ANY ASSUMPTION OF PIC RESPONSIBILITY BY THE EXAMINER SHALL BE:
 - EXPLICITLY COMMUNICATED AT THE TIME; AND
 - LIMITED STRICTLY TO THE DURATION OF THE SPECIFIC PORTION OF FLIGHT CONCERNED.

EXAMINER ROLE AND AUTHORITY

- THE EXAMINER ACTS IN AN **ASSESSMENT AND OVERSIGHT CAPACITY** UNDER AUTHORITY DELEGATED BY THE SOUTH AFRICAN CIVIL AVIATION AUTHORITY.
- THE EXAMINER DOES NOT NORMALLY ASSUME OPERATIONAL COMMAND OF THE AIRCRAFT.
- DURING CERTAIN TESTS OR PORTIONS OF A TEST, THE EXAMINER MAY PROVIDE INSTRUCTION, GUIDANCE, DEMONSTRATION, OR MAY TEMPORARILY MANIPULATE THE CONTROLS FOR **TRAINING, STANDARDISATION, SAFETY, OR ASSESSMENT PURPOSES**.
- SUCH INSTRUCTION, DEMONSTRATION, OR CONTROL INPUT **DOES NOT, IN ITSELF, CONSTITUTE AN ASSUMPTION OF PILOT-IN-COMMAND RESPONSIBILITY**, NOR DOES IT TRANSFER OPERATIONAL RESPONSIBILITY FROM THE CANDIDATE TO THE EXAMINER.
- THE EXAMINER RETAINS FULL AUTHORITY TO:
 - CONDUCT, MODIFY, SUSPEND, DISCONTINUE, OR TERMINATE THE SKILLS TEST; AND
 - INTERVENE WHERE REQUIRED IN THE INTEREST OF SAFETY OR REGULATORY COMPLIANCE.

AIRCRAFT AIRWORTHINESS AND DOCUMENTATION

- THE CANDIDATE WARRANTS THAT THE AIRCRAFT USED FOR THE TEST:
 - IS FULLY AIRWORTHY
 - IS LEGALLY DOCUMENTED AND PROPERLY MAINTAINED
 - IS ADEQUATELY FUELLED FOR THE INTENDED FLIGHT, INCLUDING RESERVES
 - COMPLIES WITH ALL APPLICABLE OPERATIONAL AND REGULATORY REQUIREMENTS
- ANY DEFECT, LIMITATION, OR NON-COMPLIANCE REMAINS THE SOLE RESPONSIBILITY OF THE CANDIDATE.

INSURANCE

- THE CANDIDATE CONFIRMS THAT THE AIRCRAFT IS INSURED FOR THE INTENDED OPERATION AND THAT:
 - ALL PREMIUMS ARE PAID AND CURRENT
 - THE POLICY IS VALID FOR TRAINING AND TESTING OPERATIONS
 - ANY APPLICABLE EXCESS IS FOR THE CANDIDATE'S ACCOUNT
- THE EXAMINER SHALL NOT BE RESPONSIBLE FOR ANY INSURANCE SHORTFALL, EXCLUSION, OR REPUDIATION.

WAIVER AND INDEMNITY

- THE CANDIDATE HEREBY **WAIVES ANY AND ALL CLAIMS** AGAINST THE EXAMINER ARISING FROM PARTICIPATION IN THE SKILLS TEST, EXCEPT WHERE LIABILITY CANNOT BE EXCLUDED BY LAW.
- THE CANDIDATE AGREES TO **INDEMNIFY AND HOLD HARMLESS** THE EXAMINER FROM:
 - ANY LOSS, DAMAGE, INJURY, OR DEATH
 - ANY THIRD-PARTY CLAIM ARISING FROM THE TEST
 - ANY LEGAL OR FINANCIAL CONSEQUENCE RELATED TO THE AIRCRAFT OR ITS OPERATION



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LIMITATION OF LIABILITY

- THE EXAMINER SHALL NOT BE LIABLE FOR:
 - LOSS OF LIFE, INJURY, OR PROPERTY DAMAGE
 - DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS
 - ANY DELAY, CANCELLATION, DISCONTINUATION, OR TERMINATION OF THE TEST
- NOTHING IN THIS INDEMNITY LIMITS LIABILITY WHERE SUCH LIMITATION IS PROHIBITED BY LAW.

NATURE OF THE ASSESSMENT

- THE PROVISION OF INSTRUCTION, GUIDANCE, OR DEMONSTRATION BY THE EXAMINER DURING A SKILLS TEST DOES **NOT**:
 - ALTER THE ASSESSMENT NATURE OF THE FLIGHT; OR
 - CREATE AN INSTRUCTOR-STUDENT RELATIONSHIP BEYOND WHAT IS REQUIRED FOR SAFETY, STANDARDISATION, OR PROPER CONDUCT OF THE TEST.

GOVERNING LAW

- THIS INDEMNITY AND ANY CONTRACTUAL RELATIONSHIP ARISING FROM IT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE **REPUBLIC OF SOUTH AFRICA**, REGARDLESS OF THE GEOGRAPHIC LOCATION WHERE THE SKILLS TEST OR ASSESSMENT IS CONDUCTED.
- WHERE A SKILLS TEST OR ASSESSMENT IS CONDUCTED OUTSIDE THE BORDERS OF THE REPUBLIC OF SOUTH AFRICA, THE OPERATION OF THE AIRCRAFT AND THE CONDUCT OF THE FLIGHT SHALL ADDITIONALLY COMPLY WITH:
 - THE AVIATION LAWS AND REGULATIONS OF THE STATE IN WHICH THE OPERATION TAKES PLACE; AND
 - ANY APPLICABLE INTERNATIONAL AGREEMENTS OR REQUIREMENTS.
- NOTHING IN THIS CLAUSE SHALL BE CONSTRUED AS LIMITING THE EXAMINER'S AUTHORITY TO CONDUCT TESTS OUTSIDE THE REPUBLIC OF SOUTH AFRICA WHERE LAWFULLY PERMITTED.

ACCEPTANCE

- BY PROCEEDING WITH A BOOKING AND/OR COMMENCING A SKILLS TEST, THE CANDIDATE CONFIRMS THAT THEY HAVE READ, UNDERSTOOD, AND ACCEPTED THIS INDEMNITY IN FULL.

