



# Lyncrest Flight Centre Use Policy

The following document provides guidelines for the use of the Lyncrest Flight Centre (LFC). Intended audience is Springfield Flying Club members, aviation related organizations, and other potential users of the LFC.

A use agreement is provided for event sponsors and organizers.

V1	Jan 23, 2009	Dani Pokornik	Initial Draft
V2	April 10, 2009	Dani Pokornik	Edits from feedback
V3	June 3, 2009	Dani Pokornik	Edit from June SFC Meeting
V4	January 12, 2011	Dani Pokornik	Updated Damage Deposit, rental timeframe
V5	October 18, 2022	Jill Oakes	Added Waiver



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## **Priority**

Lyncrest Flight Centre's (LFC) primary use is for Springfield Flying Club (SFC) members. All requests for use will be guided by this principle.

### ***Springfield Flying Club Events***

Events hosted by the Springfield Flying Club take priority over other requests. These events include but are not limited to SFC Executive meetings, member meetings, Chili Bash, Lasagna Bash, Barbeque, igloo days, hosting fly-in groups, etc.

### ***Aviation Related Events***

Other aviation related events are second priority. This would include events sponsored by affiliated aviation groups such as:

- Canadian Owners and Pilots Association (COPA)
- Canadian Air Search and Rescue Association (CASARA)
- Experimental Aviation Association (EAA)
- Recreational Aviation Association (RAA)
- Royal Canadian Air Cadets
- The 99s
- Women in Aviation (WIA)

These events include but are not limited to COPA meetings, Rust Removers, safety training, first aid training, poker derbies, barbeques, etc.. Events at the LFC will require a SFC member to sponsor and sign the request form. This should not be an issue as most SFC members belong to these organizations.

### ***SFC Member Events***

A member of SFC may wish to host an open function at LFC where all SFC members can attend and participate. These requests will be treated as third priority.

A member of SFC may wish to host a private function at LFC which is by invitation only such as a work related or family function. These requests will be treated as fourth priority.

All events of this nature require approval from the SFC Executive or designate.

### ***Non-member / non-aviation related events***

SFC may receive requests from non-members, charities, or service groups to utilize the facility.

All requests of this nature require a SFC member sponsor and signature on the request form. These events require approval from the SFC Executive.

## **Donations and Fees**

Any events not hosted by the Springfield Flying Club should not result in an increase in operating costs of the LFC. Use of the building requires cleaning, furniture changes, electricity, water, and sewage disposal. Recovering these costs in a fair manner is required.

### ***Aviation Related Events***

There is no expectation of a donation or rental fee when LFC is used by affiliated aviation groups as it is expected there will be a large number of SFC members in attendance.

### ***SFC Member Events***

There is no expectation of a donation for member events that are 'open' functions as it is anticipated there will be a large number of SFC members in attendance.

For private functions, a donation of \$50 is expected to pay for facility expenses and depreciation. Should the private function have a fundraising or charitable component that would benefit the SFC or appropriate charity, the donation expectations are at the discretion of SFC Executive.

### ***Non-member / non-aviation related events***

Non-member and non-aviation related events will be charged a fee of \$150 per six hour period. The SFC sponsor is responsible for this fee should payment not be made to SFC.

A damage deposit/cleaning fee of \$150 is required at time of booking. This will be returned upon satisfactory inspection by SFC representative.

## **Member Access**

Regardless of the event, access to LFC washrooms and other facilities can not be restricted from SFC members and guests.

SFC members are encouraged to use the facility for hangar flying and informal gatherings. It should be noted that the facility is not intended for members to entertain guests at odd hours. For example, it is not acceptable for a member to entertain guests at the LFC after the pub closes. Please use common sense with regards to use of the facility.

## **Scheduling**

It is anticipated that scheduling conflicts will occur with meetings, other events, and hangar flying sessions. Scheduling will be managed to minimize the impact on these activities and will be prioritized as outlined above. SFC Executive, Building Manager, or designate will manage the scheduling.

## **Cleaning**

**General Use:** The guiding principle is to always leave the facility as clean as or preferably cleaner than it was prior to use. A cleaning schedule and checklist will be managed by the Building Manager.

**Event Use:** The SFC sponsor is responsible for any room set up and must return the room to its original setting at the completion of the activity. Prior approval must be obtained for any special décor and any damages resulting from the installation or removal of decorations will be the sponsor's responsibility.

## **Damage**

The group using the facility is responsible for any damages and labour to repair damage as a result of the event. The SFC sponsor is responsible for damage and repair.

For non-member / non-aviation related events, a damage deposit/cleaning fee of \$150 is required at time of booking. This will be returned upon satisfactory inspection by SFC representative.

## **Smoking**

LFC is a non smoking facility. Ashtrays are provided outside of the building.

## **Alcohol**

Alcohol use in the LFC is not considered appropriate during public events such as the annual BBQ, Young Eagles Day, COPA for Kids, etc.

## **Waive Liability and Indemnification Agreement**

The person identified below (the “Renter/User”) wants to rent/use the Springfield Flying Club’s Lyncrest Flight Centre Club House for a private family or group, or organization event. I represent and warrant that I am the Renter/User representative and that I have the authority to enter into this agreement on behalf of the organization, group or family I represent, in exchange for being allowed to rent/use the Lyncrest Flight Centre Club House as follows:

### **AGREEMENT TO WAIVE LIABILITY AND NOT TO SUE**

**The Renter/User, for ourselves, our heirs, family members, personal representatives, organization members and assigns release and discharge the Springfield Flying Club; and each of the officers, directors, members, chapters, employees, agents, divisions, affiliates and volunteers (including pilots, owners and operators of airplanes operating at the Lyncrest Airport of the Springfield Flying Club (collectively, the “Releasees”) from, and agree not to sue the Releasees or any of them for, any and all claims against the Releasees for any injury or death arising from the Renter/User, including ourselves, our heirs, family members, personal representatives, organization members and assigns participation in the event held at the Lyncrest Flight Centre event. This release, discharge and agreement not to sue applies to all legal rights, *including those resulting from any negligence of the Releasees*, other than those resulting from gross negligence or willful misconduct of such Releasees.**

## **ASSUMPTION OF RISK**

The Renter/User, for all individuals or groups invited to attend at the Lyncrest Flight Centre Club House event understand that the building is located at Lyncrest Airport, an active airport and being around airplanes involves risks. Serious injury or death can result from many causes, including airplane crashes, building collapse, fire, explosions, floods, electrical failures, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, defects in landscaping, parking lot maintenance or design, interference by birds and other objects, weather conditions, contaminated fuel, hard or forced landings or other causes related to the use of buildings, roadways, airports, and parking lots. Injuries could be minor such as bruises, scratches and sprains, major such as eye injuries, broken bones and concussions, or catastrophic such as paralysis, severe burns or death. The Renter/User, **for ourselves, our heirs, family members, personal representatives, organization members and assigns, assume all risks and full responsibility for any injury or death arising from taking part in the event held at the Lyncrest Flight Centre Club House.**

## **INDEMNIFICATION**

**The Renter/User, on behalf of the individual, family(s), groups and organization members invited to use the Lyncrest Flight Centre Club House, agree to indemnify and hold the Releasees harmless** from any claims, costs, injuries, damages, and liabilities, including attorney's fees, arising from attending an event held in the Lyncrest Flight Centre Club House. **This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent, however, indemnification of any Release is not required if such Releasee is grossly negligent or has engaged in willful misconduct.**

## **LEGAL ADVICE**

The Renter/User know that I or other members who I represent can talk to our legal advisor about this Agreement and we have either done so or chosen not to. We understand that we have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement. **I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.**

## **Before Signing, Carefully Read This Entire Agreement**

**Note from the Springfield Flying Club, if an accident were to occur, you, or the individuals in the group or family or organization you represent, by you (Renter/User) signing this Agreement, would be giving up legal rights and incurring legal liabilities.** If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. **If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.**

# **Springfield Flying Club Lyncrest Flight Centre Use Agreement, including the Waive Liability and Indemnification Agreement**

## **Aviation Related Event**

Organization: \_\_\_\_\_  
Type of Event: \_\_\_\_\_

## **SFC Member Event**

Member Name: \_\_\_\_\_  
Type of Event: \_\_\_\_\_

## **Non-Member / Non-Aviation Related Event**

Organization: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Number: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Type of Event: \_\_\_\_\_  
SFC Sponsor: \_\_\_\_\_

Date(s) Requested:

\_\_\_\_\_  
Time Requested (include set up and clean up)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Read the Springfield Flying Club Lyncrest Flight Centre Use Policy including the Waive Liability and Indemnification Agreement before signing this agreement.**

I agree to the terms of use outlined in this Springfield Flying Club Lyncrest Flight Centre Use Policy, including the Waive Liability and Indemnification Agreement,

Renter/User Contact name: \_\_\_\_\_ (print)  
\_\_\_\_\_ (signature) \_\_\_\_\_ (Date)

SFC Sponsor: \_\_\_\_\_ (print)  
\_\_\_\_\_ (signature) \_\_\_\_\_ (Date)

Board/Designate Approval: \_\_\_\_\_ (print)  
\_\_\_\_\_ (signature) \_\_\_\_\_ (Date)