

# INDEMNITY FORM

Location: \_\_\_\_\_ Reference No.: \_\_\_\_\_

## Indemnifier Information:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Indemnitee Information:

Full Name / Organisation: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Details of Activity or Event:

Description of the activity, event, or circumstances giving rise to this indemnity. Include relevant details that clarify the nature and scope of the indemnity.

## INDEMNITY CLAUSE

The Indemnifier agrees to indemnify, defend and hold harmless the Indemnitee, its officers, employees, agents and contractors from and against all claims, demands, losses, damages, liabilities, costs and expenses including legal fees and disbursements on a full indemnity basis arising out of or in connection with the Indemnifier's involvement in the activity or event described above, except to the extent that such claims arise from the negligence, wilful misconduct or breach of this agreement by the Indemnitee. This indemnity extends to any claim made by any third party and includes all legal and other costs incurred in defending any such claim.

## LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Indemnifier agrees that the Indemnitee shall not be liable for any indirect, incidental, consequential or special damages whatsoever arising out of or in connection with the activities or events covered by this indemnity, including but not limited to loss of profits, loss of use, or loss of data, even if the Indemnitee has been advised of the possibility of such damages.

## GOVERNING LAW AND JURISDICTION

This Indemnity Form shall be governed by and construed in accordance with the laws of Australia. The parties submit to the exclusive jurisdiction of the courts of Australia and waive any objections to such jurisdiction or venue.

## SEVERABILITY

If any provision of this Indemnity Form is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

## ENTIRE AGREEMENT

This Indemnity Form constitutes the entire agreement between the parties with respect to the indemnity provided and supersedes all prior agreements and understandings, whether written or oral. No amendment shall be effective unless made in writing and signed by both parties.

**NOTICES**

All notices under this Indemnity Form shall be in writing and deemed given when delivered personally, sent by nationally recognised overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the parties' addresses set forth above or to such other address as a party may designate by notice.

**INDEMNIFIER'S SIGNATURE**

**INDEMNITEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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