



Forestry Tasmania

RELEASE AND INDEMNITY

In consideration of Forestry Tasmania permitting

.....
[name of organising body]

of.....
[address of organising body]

(the "Organiser" which expression shall be taken to include the Organiser's servants and agents)

to use
[name of State Forest]

for the purposes of.....(the "Event")
[name of event]

to be held on.....
[date of event]

1. the Organiser releases Forestry Tasmania ("FT" which expression shall be taken to include FT's servants, agents, successors or assigns) from all claims which the Organiser has, now or later against FT whether for property damage, personal injury or otherwise and whether occasioned by FT's negligence, breach of contract, breach of statutory duty or otherwise suffered as a result of or in connection with the carrying out of the Event;
2. the Organiser indemnifies and will at all times in the future indemnify FT against all proceedings, actions, claims or demands made by any person for property damage, personal injury or otherwise and whether occasioned by negligence, breach of contract, breach of statutory duty or otherwise suffered as a result of or in connection with the carrying out of the Event;
3. (a) the Organiser agrees that it must, before commencing the Event, take out and keep current public risk insurance to cover liability for personal injury or death or property damage arising as a result of or in connection with the carrying out of the Event for an amount not less than 10 million dollars for any one claim or series of claims arising out of one single occurrence;
(b) the Organiser agrees that it must ensure that FT is noted on the public risk insurance required to be taken out and that FT is indemnified under that policy in relation to the carrying out of the Event;
(c) the Organiser agrees that it must, prior to the commencement of the Event, provide FT with certified copies or other satisfactory evidence of the public risk insurance required to be taken out herein;
4. the Organiser agrees that this Release and Indemnity shall be governed by the law for the time being in force in the State of Tasmania and that the parties submit to the jurisdiction of the Courts of the State of Tasmania.

WHEREAS this Release and Indemnity has been executed by the Organiser on theday of.....20.....as follows:

SIGNED for and on behalf of a duly authorised person who warrants his/her authority to so sign on behalf of the Organiser

Position held within organisation

in the presence of:-

.....
Signature

.....
Signature of Witness

.....
Name of Signatory

.....
Name of Witness

.....
Address of Signatory

.....
Address of Witness

.....



Forestry Tasmania

Conditions Applying to Organised Events on State Forests

1. The organising body is to indemnify Forestry Tasmania against all claims arising from the use of Forestry Tasmania roads and other installations. To this end, the attached Release and Indemnity form is to be signed on behalf of the organising body and participants and returned to this office before the event date.
2. The area used is to be left free of rubbish.
3. All direction signs and markers are to be taken down and removed within 24 hours of the completion of the event.
4. All damage to roads, tracks and infrastructure, as well as damage that could cause environmental harm, is to be repaired promptly to the satisfaction of the local Forest Officer, with all associated costs to be borne by the organising body. Forestry Tasmania will not require repair where arising from normal wear and tear (eg cars driving on a road normally open to the public).
5. It will be the responsibility of the organisers to obtain Police Permits when required. Contact Tasmania Police Traffic Services Section on (03) 6230 2111.
6. When wet conditions prevail and there is the possibility of unacceptable damage occurring on roads and tracks, Forestry Tasmania reserves the right at short notice to insist on modification of the selected route, or if this is not feasible, cancellation of the event.

It would be appreciated if the use of State Forests could be acknowledged in any promotion and media coverage of this event.

I/We have read and agree to abide by the above conditions.

SIGNED for and on behalf of
the Organiser by:

.....
Name and signature

In the presence of:

.....
Name and signature

Dated: / /20

*Please return completed forms to:
Forestry Tasmania, 79 Melville Street, Hobart 7000
or fax (03) 6235 8223.*