

Indemnity Agreement Form – Participant



In exchange for being a participant of Training and Personnel Australia, I agree

- To release Training and Personnel Australia and Associated Entities from all liability for my death, personal injury, psychological trauma, loss or damage (including property damage) arising from participation in or attendance in any training whether caused by negligence of any of the Associated Entities or otherwise; and
- To indemnify the Associated Entities and each of them from any loss, liability damage or cost they may incur arising out of or related to my attendance at or participation in any training whether caused by negligence of Associated Entities or otherwise; and
- That Training and Personnel Australia and Associated Entities do not make any warranty implied or expressed that any services will be provided with due care and skill or that any materials in connection with the services will be fit for the purpose for which they are supplied; and
- To attend or participate in any training at my own risk and voluntarily assume all risks, both known and unknown even if arising from the negligence of any Associated Entities; and
- That this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Associated Entities and is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

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I acknowledge that:

- The risks associated with attending and participating in training include the risk that I may suffer harm as result of:
 - Motor vehicles/machinery (or parts of them) colliding with other motor vehicles and or machinery, persons or property; and
 - Acts of violence and other harmful acts (whether intentional or inadvertent) committed by persons attending or participating in any training; and
 - The failure or unsuitability of facilities to ensure safety of persons or property at any event

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERTANDS THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW IN THE EVENT OF ME SUFFERING HARM.

Signature of Participant: _____ Date: _____

Print Full Name: _____

Address: _____

Signature of Witness: _____ Date: _____

Print Full Name: _____