

# Deed of indemnity, release and discharge

(To be completed by each Applicant)

In consideration of Queensland Rail allowing

(Name of Political Party/Applicant)

to enter the premises known as

(Premises)

to take part in Political Activity, as defined in the Protocol for Political Representatives or Candidates Visiting Queensland Rail Facilities, Stations or Workplaces (See Annexure 1).

The Applicant covenants and agrees as follows:

## 1 Entry at Own Risk

- a. The Applicant agrees that entry to and attendance upon the premises shall be entirely at the Applicant's own risk.

## 2 Indemnity

- a. The Applicant hereby indemnifies and will keep Queensland Rail indemnified from and against all action, suits, proceedings, claims, demands, costs, losses, damages and expenses of whatsoever nature and howsoever occurring (save to the extent arising from the negligence of Queensland Rail) brought against or made upon Queensland Rail by the Applicant or by any other person or which Queensland Rail may itself pay suffer or sustain arising directly or indirectly from the Applicant entering or being on the premises described above.

## 3 Release and Discharge

- a. The Applicant hereby releases and discharges Queensland Rail from any such actions, suits, proceedings, claims, demands, costs, losses, damages and expenses which but for the provisions hereof might be brought against or made upon it.

## 4 Queensland Rail's Convenience

- a. The Applicant further agrees that their attendance at the premises will be at such time or times that will be convenient to Queensland Rail and undertakes not to cause any interference with or inconvenience to the working of Queensland Rail and to obey any lawful direction given by Queensland Rail.

## 5 This Deed

- a. In this Deed,
  - i. Queensland Rail includes its officers, servants and agents;
  - ii. Applicant includes its employees, supporters and volunteers listed with this Deed
- b. This Deed may be pleaded by Queensland Rail as a bar to any action, suit, proceeding, claim, demand or costs brought or made by the Applicant or anyone claiming by or through or under the Applicant howsoever arising out of or in connection with the Applicant entering or being on the premises described above.

## 6 Insurance

- a. The Applicant will on or before the execution of this Deed, at their expense, effect and maintain at all times during the term of this Deed an insurance policy or policies with a company or companies licensed to carry on business in the State of Queensland and (in those amounts and of a type specified by Queensland Rail) to cover its legal liability arising out of or in connection with, either directly or indirectly, the performance of this Deed. The Applicant will provide copies of the Certificates of Currency for these insurances on requested from Queensland Rail, including at the time of execution of this Deed.
- b. In satisfaction of these provisions the Applicant agree to effect:
  - i. a broad form liability policy in an amount of at least twenty million dollars
  - ii. workers' compensation insurance (if applicable)
  - iii. such other insurances as Queensland Rail may, from time to time, require.

### Executed as a deed

#### **SIGNED SEALED AND DELIVERED by Authorised Representative:**

Full name of Political Party / Applicant

Signature on behalf of Applicant

Date

Full name of person on behalf of Applicant

Name of Witness

Signature of Witness