

## Indemnity Form

to be signed as a condition of entry, storage and/or activity engagement, without exclusions or exceptions, to completely protect Forgedale Pty Ltd, including the Director, Family Members, Employees and Subcontractors, against claims made by

- a) clients/visitors who take part in activities conducted or assisted by Forgedale Pty Ltd or third parties at 393 Narangba Rd, Kurwongbah, or activities conducted or assisted by Forgedale Pty Ltd anywhere; ; and by
- b) storage users and farmstay guests of the property managed by Forgedale Pty Ltd at 393 Narangba Rd, Kurwongbah.

**Name:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_

**Email (optional):** \_\_\_\_\_

I, the above mentioned, hereby indemnify Forgedale Pty Ltd without exception or reservation. I understand I am sincerely welcomed by Forgedale Pty Ltd, and my entrance and acceptance for accommodation, storage or activities here is given on the proviso that I sign the indemnity.

I acknowledge I am in a place with both expected and less probable hazards of camping and caravan site locations plus recreational activities held in, near, or by, storage and industrial sheds; bushland; agricultural land and dams; lake environment; roads; domestic households and gardens; private Australiana museum and collections; martial arts (and meditation and breathing); maintenance/ timber and metal workshops with the varied machinery, materials (some hazardous) and tools; modern, vintage and antique working and static display vehicles and machinery. I understand that there is an opportunity, pre-signing this indemnity, whereby upon receipt of my emailed request for specific health and safety information, staff will give information and/ or guide me by emailed links to internet sites which I can study in detail, if I want to improve my understanding of the nature and consequence of risks, (due to the risks being so wide ranging and variable, and hence there is too much to list within this document).

I understand I am asked to sign the indemnity, because though Forgedale Pty Ltd staff will take reasonable care and responsibility, the cost of incident or accident proofing the property and activities, and the cost of insurance to Forgedale Pty Ltd would be prohibitive, otherwise. Additionally, with signage and barriers, the aesthetics would be significantly compromised, making it appear *not* to be an authentic antique and vintage site, as advertised. Furthermore, the additional procedures would be to a level that it would detract from advertised overall [www.farmstaybrisbane.com](http://www.farmstaybrisbane.com) holiday, recreational and educational experience. So, I understand for all these reasons, that Forgedale Pty Ltd could not offer the unique environment and highly specialised activities, without such an indemnity being provided by guests and visitors.

Forgedale thanks guests and people taking part in activities for the opportunity of sharing our Forgedale experience. Forgedale invites written feedback to maximise safety and enjoyment in this context so Forgedale can continuously improve their practice. I agree I am responsible to notify Forgedale staff of any concerns I have, and if I feel this is not sufficiently acknowledged or acted upon, I must follow up with a written email to emphasise my concern as being important. Forgedale will respond to such an email typically within 24 hours, perhaps sooner, or within a maximum of 7 days, depending on the urgency and other constraints on their administration time. They may ask for additional information to assist in their examination and resultant action responding to my email. If I feel it is still important, I will promptly provide such information.

I agree to supply Forgedale P/L a certificate of insurance, showing Forgedale Pty Ltd as an interested party when storing items.

I agree to be law abiding in my conduct, and not store, possess or sell anything illegal. I will not store or possess hazardous items, without first gaining written approval from Forgedale Pty Ltd.

I agree to follow all requests, and abide by all decisions from staff, even if I don't fully understand or agree to the reason behind them.

I agree to always be in the presence of staff when on guided activities, or when undertaking supervised activities. This means I do not go through gates to the main house and workshop area without a staff person being present. (The only exception being in case of a police/fire/ambulance/ electrical or plumbing emergency).

Staff will meet me at the gate at designated times for various activities. I understand that unless staff invite me to enter a specified area, or to touch or use an item, that explicitly, and without exception, I must not. I agree to be fully responsible for myself and my dependants, ensuring they follow this course also.

In the case of an accident or injury to person or property, mine or others, I agree to be fully self-responsible using my finances to attend to the problem or compensate, and/ or use my own insurance, in any case, regardless of the cause. I agree to not make a claim against Forgedale Pty Ltd of any nature regardless of the cause.

I agree to notify Forgedale Pty Ltd of any insurable event or significant incident. For any incident due to my own action, or my dependent's action, that causes damage to Forgedale Pty Ltd staff or property, I accept that Forgedale Pty Ltd will request their required resolution and I must agree and pay promptly without argument or debate.

I understand I may leave the premises early without fines or fees, if I change my mind at any time, without providing a reason. However, I understand, following a set booking, it is at Forgedale Pty Ltd's discretion, whether some or all of the refund for the activity or accommodation, may be given and this is largely dependent on their costs or forgone income due to such a change of mind.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_