

## Deed of Release & Indemnity

### Recitals:

- A. The undersigned (**Releasor**) has sought the consent of Cameron Tait (**Owner**) to access, and use, the land located at **Lot 137 on Crown Plan M341135 (Land)** for the purpose hang gliding and associated activities.
- B. The Owner has agreed to provide that consent on the condition of entry into this Deed.

### The Agreement:

1. The Releasor hereby acknowledges and agrees that:
  - (a) the activity for which entry onto the Land is sought is inherently dangerous and may result in injury to both person and property of the Releasor and/or third persons;
  - (b) neither the Owner, his agents, representatives or employees have inspected the Land or any fixtures upon the Land for its suitability for the intended purpose of the Releasor or the safety of any person entering onto the land nor has any representation been made to the Releasor as to the suitability of the Land of the safety of any person entering onto the land;
  - (c) the condition of the Land, including any material or thing on or under the Land, may be unsuitable to the Releasor's entry onto and use of the Land;
  - (d) the Releasor enters upon and uses the Land at the Releasor's sole risk.
2. In consideration for being permitted to enter, and use, the Land for the purpose of hang gliding and other associated activities, the Releasor:
  - (a) hereby release and discharge the Owner, his agents, successors, assigns and employees (Releasees") jointly and severally from any and all actions, causes of actions, suits, demands, liabilities, expenses, and claims (including personal injury and claims sounding only in damages) of any kind whatsoever, arising now or in the future, directly or indirectly relating to or arising out of their entry onto, and/or use of, the Land, whether authorised by this Deed or otherwise.
  - (b) hereby indemnifies the Releasees jointly and severally from any and all actions, causes of actions, suits, demands, liabilities, expenses, and claims (including personal injury and claims sounding only in damages) of any kind whatsoever that Releasees may incur or that may be made, or brought, against the Releasees by any person including the Releasor arising now or in the future, directly or indirectly relating to or arising out of the entry onto, and/or use of, the Land by the Releasor or that person, whether authorised by this Deed or otherwise, and whether caused by the negligence of the releasees or otherwise.
3. The Releasor warrants that the Releasor will not authorise, facilitate, permit or invite any person to enter onto or use the Land who has not executed a deed in the form of this Deed.

4. The Releasor acknowledges and agrees that this release and indemnity agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of Queensland and that if any portion thereof is held invalid, void or unlawful it is agreed that:
  - (a) where possible it shall be read down to the extent necessary to give the fullest effect to the agreement in clause 2;
  - (b) where it is not possible to read down any such portion, that portion shall be severed or struck out and the balance shall notwithstanding continue in full legal force and effect.
5. The Releasor acknowledges and agrees that the indemnity provided under clause 2(b) is not limited or in any way adversely affected by any indemnity that may be provided on the same or similar terms by any other person entering upon or using the Land in association with the Releasor.
6. The Releasor agrees that they have signed this Deed fully understanding its terms and understand that they have given up or may be giving up substantial rights by signing and have signed it freely and voluntarily without any inducement, assurance or guarantee being made by the Releasees.
7. The Releasor agrees that this Deed may be pleaded by the Owner as a bar to any legal proceedings relating to or arising out of a matter released by this Deed.
8. The Releasor agrees to pay the costs associated with the preparation of this Deed on an indemnity basis.

Signed:

Witness:

Name:

Name:

Date:

Date: