



Hobart Airport
TASMANIA

Indemnity and Release Form – Filming and Promotional Activities

Summary and purpose of document:

The purpose of this document is to set out:

- some of the obligations of the Party (specified below) in relation to the carrying out of the filming and/or promotional activity, defined as the “Activity” below, by that Party;
- the circumstances where Hobart International Airport Pty Ltd (**HIAPL**), and HIAPL’s Personnel (specified below), will not be liable for any loss, damage etc. in relation to the Party, the Activity and the Party’s use of the Airport; and
- HIAPL’s rights in relation to the Party, the Activity and the Party’s use of the Airport.

Terms and conditions:

Name of Party:	[Note: name of party carrying out filming/promotional activities]
Party’s ABN:	[Note: ABN]
Address of Party:	[Note: address of Party – if Party is a company, this should be the registered office or principal place of business as specified in the company search]
Activity being carried out by Party at Hobart International Airport:	[Note: description] (the Activity)



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Airport	means all that land owned, leased and/or operated by Hobart International Airport Pty Ltd (including all buildings, structures, chattels and fixtures on or within that land), which is generally known as “Hobart International Airport”.
Consequential Loss	means loss or damage arising from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation, the following: (a) loss of profits; (b) loss of revenue; (c) loss of production; (d) loss or denial of opportunity; (e) loss of access to markets; (f) loss of goodwill; (g) loss of business reputation, future reputation or publicity; (h) damage to credit rating; (i) loss of use; and (j) indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of HIAPL or the Party described above (Party) at the time the Party executed this document.
Intellectual Property Rights	means intellectual and industrial property rights conferred on a party or recognised at law in any territory throughout the world including any copyright, trademark, business name, patent, innovation concept, formula, trade secret, method, circuit layout, invention and any other results of intellectual activity in any field of industry or endeavour and includes: (a) the right to have any confidential information kept confidential; and (b) any right to use an Intellectual Property Right owned by a third party where the terms of that right of use or licence permit a use of that Intellectual Property Right as contemplated under this document.



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To the extent permitted by law, the Party:

- (a) agrees that HIAPL and HIAPL's employees, agents, contractors (and any employees or agents of those contractors), volunteers, lessees, licensees and invitees (**HIAPL's Personnel**) will be under no liability whatsoever to the Party (or any of the Party's employees, agents, contractors (and any employees or agents of those contractors) or invitees) (**Party's Personnel**) for any liability, damage, delay, claim, loss (including Consequential Loss), cost or expense of any nature suffered or incurred by the Party or any of the Party's Personnel arising out of or incidental to or in any way connected with:
 - (i) the Activity; or
 - (ii) any act or omission whatsoever of HIAPL or any of HIAPL's Personnel;
- (b) releases and discharges HIAPL and each of HIAPL's Personnel from all liability and loss (including Consequential Loss) arising from, and all costs, charges and expenses incurred in connection with, any claims, actions, suits and demands which the Party has or may have against HIAPL with respect to or arising out of or incidental to or in any way connected with:
 - (i) the Activity; or
 - (ii) any act or omission whatsoever of HIAPL or any of HIAPL's Personnel;
- (c) indemnifies HIAPL and each of HIAPL's Personnel from and in respect of any action, suit, proceeding or claim for damage to property (including any property owned by HIAPL, any of HIAPL's Personnel or a third party), theft, personal injury (including death) to any person, delay, loss (including Consequential Loss), cost or expense:
 - (i) suffered or incurred by HIAPL; or
 - (ii) brought by or with respect to any person,
in relation to:
 - (i) the Activity;
 - (ii) any interference with any Airport operations caused or contributed to by the Party or any of the Party's Personnel;
 - (iii) any breach by the Party (or any of the Party's Personnel) of any laws or any term contained in this document;
 - (iv) any non-compliance by the Party or any of the Party's Personnel of any directions, policies (including any policies provided to the Party from time to time) or requirements (including security requirements) of HIAPL or any reasonable directions from HIAPL's employees, agents and contractors (and any employees or agents of those contractors); or
 - (v) any other cause whatsoever;



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- (d) agrees to comply with, and ensure that each of the Party's Personnel complies with, any directions, policies (including any policies provided to the Party from time to time) or requirements (including security requirements) of HIAPL and all reasonable directions from HIAPL's employees, agents and contractors (and any employees or agents of those contractors) in relation to the Activity, the Party's use of or access to any part of the Airport, security of the Airport or in relation to the Activity, or any occupational health and safety requirements in relation to the Airport or the Activity; and
- (e) agrees that HIAPL reserves the right not to allow the Party or any of the Party's Personnel to carry out all or any part of the Activity in its discretion (including where the Party has, or any of the Party's Personnel have, failed to comply with any directions, policies (including any policies provided to the Party from time to time) or requirements (including security requirements) of HIAPL in relation to the Airport or the Activity.
1. The Party agrees that the release provisions in clause 0(b) operate as an absolute bar to any and all actions, suits, proceedings and claims which may have been or may be commenced by the Party (or any of the Party's Personnel) in respect to clause 0(b) above, and may be pleaded as such.
 2. The Party acknowledges that it has relied on its own enquiries in relation to use of all or any part of the Airport for the purposes of carrying out the Activity and the Party is satisfied that the Airport is suitable for the carrying out of the Activity.
 3. The release and indemnity is, and all other provisions contained in this document are, governed by the laws of the State of Tasmania.
 4. The Party must, and must ensure that each of the Party's Personnel do, comply with all applicable laws (including any statutory requirements), including any laws and statutory requirements in relation to the Activity or access to or use of any part of the Airport, prior to commencing the Activity and at all times while:
 - (a) carrying out the Activity; or
 - (b) on any part of the Airport.
 5. The Party acknowledges that HIAPL may remove, or caused to be removed, from the Airport, any of the Party's Personnel who do not comply with all applicable laws and statutory requirements pursuant to clause 4 above, or who do not comply with any directions, policies (including any policies provided to the Party from time to time) or requirements (including security requirements) of HIAPL or directions from HIAPL's employees, agents and contractors (and any employees or agents of those contractors) pursuant to clause 0(d) above.
 6. The Party acknowledges that it is solely responsible for obtaining any consents, authorisations, permissions or releases to conduct the Activity (including in relation to any Intellectual Property Rights of a party which in any way relate to the carrying out of the Activity or are required as part of the Activity).



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7. The Party must:
 - (a) effect, with a reputable insurer, all insurance policies reasonably required by HIAPL and to the level required by HIAPL; and
 - (b) provide evidence to HIAPL, upon signing this document and at any other time upon demand by HIAPL, that the Party has effected such insurance, prior to carrying out the Activity.
8. By signing this release and indemnity, the Party acknowledges that:
 - (a) it has read and understands the content of this document;
 - (b) this document contains an assumption of risk;
 - (c) where another person is signing this document as an agent of the Party, that person understands that this document applies to them, that person has been duly authorised to sign this document by the Party and that person is signing this document on its own behalf and on behalf of the Party; and
 - (d) it is entering into a legally binding agreement with HIAPL on the terms set out in this document, which prevail over policies (including any policies provided to the Party from time to time) or requirements (including security requirements) of HIAPL to the extent of any inconsistency.

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EXECUTED AS A DEED POLL:

Date:.....

Name of Party:.....)

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.....)

Signature of Party/*Director of Party

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Printed name of Party/*Director of Party

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Signature of Party/*Director of Party

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Printed name of Party/*Director of Party

*If Party is a company with a sole Director – sole Director must sign and strike out second signing block. If company has two (2) or more Directors – two (2) Directors must sign. If Party is an individual – individual must sign and strike out second signing block.