

**INDEMNIFICATION AGREEMENT**

This **INDEMNIFICATION AGREEMENT** (“the Agreement”) is made and entered into on the ..... day of ..... 2013 BY AND BETWEEN the **FORESTRY DEPARTMENT** hereinafter referred to as (“the Agency”) and the..... **SCHOOL** hereinafter referred to as (“the School”).

**WHEREAS** the School has requested the Use of the Agency’s..... **Forest Estate** located in the Parish of..... (Hereinafter referred to as (“the Premises”) for a TOUR arranged by and/ or suggested to the Agency by the School;

**AND WHEREAS** the School understands that in participating in this TOUR, the School (which is taken to include but not be limited to its Students, Teachers or any other Representative participating in the tour), may be exposed to certain risk, including the risk of injury or death to the School and/or damage or destruction to the School’s property.

In consideration for the Agency providing the School with the use of the Premises, it is hereby acknowledged and agreed by the School that:

**(1) INDEMNIFICATION**

- (a) It will be solely responsible for and as such indemnifies the Agency and the Government of Jamaica against all, or any claim of whatever nature and made by whomever, arising out of any damage, injury or loss sustained to or by any Member of the School, as a result of the use of the Premises for the duration of the TOUR. This liability shall be taken to include, all the time spent on the forest reserve during the TOUR and includes but is not limited to the Students, Teachers or any other Representative of the School.
- (b) It agrees to the Agency’s disclaimer of responsibility for all or any damage to, or loss of, all or any property belonging to the School, its Students, Teachers, or any other Representative, which is brought on to the premises for the purpose of this TOUR or otherwise. This includes but is not limited to damage or loss sustained as a result of the acts and / or omissions of any or all persons , using the Premises and shall be taken to include but not limited to the students, Teachers or any other Representative of the School.

**(2) GOVERNING LAW**

This agreement shall be construed broadly to provide indemnification to the maximum extent permissible under the laws of Jamaica.

I, Principal of the ..... School, acknowledge that I have read and understood the terms and conditions for use of the Premises listed above, and I am aware that I am releasing certain legal rights that may otherwise exist and that by signing I accept these and the responsibilities attached thereto on behalf of the ..... School.

.....	.....	.....
<b>Principal</b>	<b>Witness</b>	<b>Date</b>