|  |
| --- |
| **Created by:**  [Sender. FirstName][Sender. Last Name]  [Sender. Company] |

|  |
| --- |
| **Prepared for:**  [Client. FirstName] [Client. Last Name]  [Client. Company] |

PARTIES:

[Sender. Company] of [Sender. State], [Sender. Country], with a registered address at [Sender. Street Address] (“the Indemnified Party”)

AND

[Client. Company] of [Client. State], [Client. Country], with a registered address at [Client. Street Address] (“the Indemnifying Party”).

1. The Indemnifying Party wishes to description of activity (the “Activity”).
2. The Indemnified Party has not required the Indemnifying Party to undertake the Activity, but has consented to the Indemnifying Party undertaking the Activity, subject to the provisions of this Deed of Indemnity (this “Deed”).
3. The Indemnified Party has not made an independent assessment of the potential risk associated with undertaking the Activity, and the Indemnifying Party is fully aware of the potential risks associated with undertaking the Activity.
4. The Indemnifying Party wishes to voluntarily undertake the Activity, and agree to indemnify and hold the Indemnified Party harmless as described in the provisions of this Deed.

The Indemnifying Party acknowledges and understands the following risks associated with the Activity which have been made known to the Indemnifying Party, and the Indemnifying Party acknowledges and understands that there may be other risks associated with the Activity.

The Indemnifying Party hereby agrees to indemnify and hold harmless the Indemnified Party, including its directors, officers, agents, employees, affiliates, independent contractors and subcontractors from and against any and all liability, loss, costs, damages and expenses (including any legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), arising out of or in any way connected with the Activity. The Indemnifying Party further agrees to indemnify and hold harmless the Indemnified Party, including its directors, officers, agents, employees, affiliates, independent contractors and subcontractors for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Indemnified Party or its affiliates, claimed or resulting from such Claims.

This Deed of Indemnity shall be governed by and interpreted in accordance with the laws of the State of [Sender. State], in [Sender. Country]​, excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation of this Deed of Indemnity to the substantive law of another jurisdiction. Any provisions of this Deed of Indemnity which are prohibited or unenforceable by operation of law shall not invalidate the remaining provisions of this Deed.

EXECUTED by the parties as a Deed on:

Signed for and on behalf of [Sender. Company] by:

|  |  |
| --- | --- |
| [Sender. Company] | [Client. Company] |
| [Sender. FirstName] [Sender. Last Name] | [Client. FirstName] [Client. Last Name] |