

### The Scout Association of Australia, Queensland Branch Inc.

# **Rover indemnity form**

Form: A20 Issue: 11

Date: 05/14

Part A	MEMBER PARTICULARS		
Membership Number:		Name:	
Formation:			
Dart R	INDEMNITY		

In consideration of the Scout Association of Australia – Queensland Branch Inc accepting me, my child as a member or supporter or accepting me or my child as a non-member partaker in an activity(s) I/we agree to release, indemnify and save harmless; and at all times hereafter to keep released, indemnified and saved harmless the indemnified persons (as defined in Definition A) from and against all liability, claims, suits, demands or actions of whatsoever nature or description, including liability, claims, suits, demands or actions for negligence directly or indirectly arising out of or in relation to my/my child's attendance or conduct at, or travel to or from any Scouting Activity.

I/we agree to be bound by the Constitution Rules and Regulations of the Scout Association of Australia – Queensland Branch Inc being those existing as at the time of acceptance of me as a member/or non-member participating in a scouting activity and thereafter as lawfully modified and amended or added to from time to time.

I/we acknowledge that the intent of this Indemnity is that it may be pleaded in limitation of liability by the indemnified person with respect to any claim that may be brought against the indemnified person.

I/we acknowledge that the intent of this Indemnity is to benefit the indemnified person and agree for the purposes of Section 55 of the Property Law Act (QId) that acceptance of me/ my child as a member of the Scout Association of Australia – Queensland Branch Inc or as me/ my child as a non-member attending a scouting activity will constitute an acceptance by all the Indemnified persons of the benefit conferred by this application for membership/non-member activity advice.

I/we authorise the Scout Association of Australia – Queensland Branch Inc and all other branches of the Scout Association of Australia in the event of accident or illness to myself/my child to obtain such medical assistance or treatment as may be necessary and for this purpose to engage any doctors nursing assistance or hospital accommodation or other procedures and in such an event I agree to pay for those expenses and if necessary reimburse the Scout Association of Australia – Queensland Branch Inc or any other branch of the Scout Association of Australia for such expenses on demand.

I/we acknowledge that as member/supporter myself/my child may be exposed to risk of injury as a result of participating in scouting activities.

I/we acknowledge that if the Scouting Association of Australia-Queensland Branch Inc permits the member to partake in scouting activities such permission constitutes consideration for the above indemnity.

I/we acknowledge that I have been given an opportunity to read and consider this indemnity and have read and considered it to my satisfaction and I/we accept those terms.

I/we acknowledge that as a member or supporter of The Scout Association of Australia, Queensland Branch Inc. I/my child may participate in activities which may be photographed or filmed for publicity and archival purposes. This enables us to raise the profile of Scouting within the community. Photographs, footage and information gathered may be used in The Scout Association of Australia, Queensland Branch Inc promotional material including but not restricted to: newsletters, annual reports, brochures, posters, videos, letters and website. The Scout Association of Australia, Queensland Branch Inc would be happy to send you copies of promotional material if requested.

It is acknowledged that the information contained on this form will be scanned by the Association and the Association will hold an electronic copy of this form and the information contained in it. Consent is hereby given to these actions proposed by the Association.

Definition A:- The term "Indemnified Persons" means and includes: The Scout Association of Australia, Queensland Branch Inc. (herein referred to as Scouts Queensland); Scouts Australia; all Branches of Scouts Australia; all subsidiary companies of Scouts Queensland; all subsidiary companies of Scouts Australia; every Director, Executive Officer, Officer, Employee, Leader, Member, Servant or Agent or person holding Appointments from Scouts Queensland or Scouts Australia or any Branch of Scouts Australia and any persons retained in any way by Scouts Queensland or Scouts Australia whether in official or unofficial capacity and whether a volunteer or otherwise to supervise, direct, watch over, or assist Members of Scouts Queensland or Scouts Australia thereof in Scouting Activities.

### Part C CODE OF CONDUCT (Refer P5.2 Policy and Rules)

This Code of Conduct is expected of all adults, members and Associates, uniformed and non-uniformed, who work within the Movement, recognising that at all times they should act responsibly and exercise a Duty of Care.

- 1. Adults in Scouting respect the dignity of themselves and others.
- 2. Adults in Scouting demonstrate a high degree of individual responsibility, recognising that at all times their words and actions are an example to other members of the Movement.
- 3. Adults in Scouting act at all times in accordance with Scouting Principles, thereby setting a suitable example for all.
- 4. Adults in Scouting do not use the Movement to promote their own beliefs, behaviours or practices where these are not compatible with Scouting Principles.
- 5. Adults in Scouting act with consideration and good judgement in all interpersonal relationships both inside and outside Scouting.
- 6. Adults in Scouting respect everyone's right to personal privacy at all times. They take special care where sleeping, changing of clothing, bathing and ablutions are associated with any Scouting activity.
- 7. Adults in Scouting avoid unaccompanied and unobserved activities with youth members wherever possible.
- 8. Adults in Scouting, for their own protection, should avoid potentially compromising situations by ensuring, where reasonably possible, that at least two adults are in attendance whilst supervising and/or accompanying youth members.
  - It is recognised that in certain circumstances, it may be necessary for a leader or adult, whilst acting responsibly and exercising their Duty of Care, to be alone with a youth member.

- 9. Adults in Scouting are committed to providing a safe environment for youth members participating in the Scout program, their parents or guardians and visitors.
  - That safe environment must be in accordance with Scouts Australia's policy of zero tolerance toward bullying, neglect, emotional, physical or sexual abuse of any kind.
  - Adults in Scouting recognise that abuse can take many forms and can be perpetrated through various mediums, including through technology, and will be alert to abuse in all of its manifestations.
- 10. Adults in Scouting must report any conduct seen or heard that does not comply with this Code of Conduct. Specifically, Adults in Scouting must report promptly any suspicion or allegation of child abuse of youth members in their care.
  - Where mandatory reporting is required, incident reports must be made to the police or designated State/Territory Authority in accordance with State or Territory Law and the nominated Scouting person should be advised. In all other cases the incident must be reported to the nominated Scouting person who shall report any suspicion or allegation of child abuse to the appropriate authority.

Part D	Α	CCEPTANCE AND SIGNATURES		
I accept the Indemn	ity and agree to a	abide by the Associations Code of Conduct as written above.		
	NAME			
	SIGNATURE			
	DATE			

## **Forward direct to Branch Support Office**

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