



VOLUNTARY DEED POLL OF WAIVER, RELEASE AND INDEMNITY

Made by _____ (full name)

In favour of THE SCOUT ASSOCIATION OF AUSTRALIA

For (Purpose of travel) _____

From / / To / /

Introduction

1. The Scout Association of Australia Inc (ABN 57 030 516 857) (**Scouts Australia**) banned travel for Scouts' employees and volunteers due to the COVID-19 pandemic.
2. As the vaccine is now available to many, Scouts Australia has decided to lift the absolute ban to enable Scouts' volunteers to choose whether to travel in order to participate in Scouts-related activities but only if they personally assume the risks associated with interstate travel as set out in this deed. Scouts Australia will make provision for members to attend any national meetings virtually as an alternative to face-to-face attendance. Attendance at any national meeting is therefore a personal decision of a member.

Operative Terms

1. Express Acceptance of Risk

- 1.1. I understand the various risks associated with COVID-19 and interstate travel including infection and associated medical risks, and the dynamic nature of government-imposed lockdowns, travel restrictions and mandatory quarantine which can involve significant cost.
- 1.2. I acknowledge that the quarantine and lock-down requirements can change very quickly, often within a day.
- 1.3. When travelling for any Scouts-related activities, I personally voluntarily assume all risk of any liability for any direct or indirect harm, injury, loss or damage that I may suffer, whether foreseen or unforeseen, including (but not limited to) any injury, expense (medical, quarantine, travel, child care, etc.), costs and/or loss (including loss of income) that is attributable to COVID-19 and/or government-imposed conditions.

2. Release, Discharge and Indemnity

- 2.1. I unconditionally release, discharge and hold Scouts Australia harmless from all claims, demands, entitlements, suits, causes of action, proceedings, debts, dues, expenses and costs, whether arising under common law, statute, equity or otherwise, that may arise with respect to my participation in travel for Scouts-related activities that is attributable to COVID-19 and/or government-imposed conditions.
- 2.2. I agree to indemnify Scouts Australia and keep Scouts Australia indemnified (on a full-indemnity basis) against any liability, loss, damages, costs or expense that Scouts Australia

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may suffer or incur from any claim, demand, action, suit or cause of action that may be made or had against Scouts Australia (including but not limited to any public authority) arising directly or indirectly from or related to my participation in travel for Scouts-related activities that is attributable to COVID-19 and/or government-imposed conditions.

3. Acknowledgments

3.1. I acknowledge that:

- (a) I have read and understood the matters set out in this Deed Poll;
- (b) I am entering into this Deed Poll of my own free will and without any undue pressure or coercion from Scouts Australia or its agents;
- (c) I have been provided the opportunity for participation in the event/meeting via virtual means (phone or video conference) as an alternative to face-to-face participation and the need to travel;
- (d) I have had the opportunity to obtain legal advice in relation to the effect of this Deed Poll; and
- (e) The conditions set out in this Deed Poll are intended to have legal effect.

4. General Provisions

- 4.1. This Deed Poll binds me and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect of my affairs.
- 4.2. The laws of New South Wales govern this Deed Poll.

Execution

Executed as a Deed Poll.

Signed, Sealed & Delivered by:

Name (Print)

Witness Name (Print)

Signature

Witness Signature

Address (Print)

Witness Address (Print)

Date

Date