

8.2	Issue	Proposed guidelines for future events In response to an action item from the last council meeting, the guidelines below have been drafted to protect the health and safety of participants of ARCASIA events and to indemnify ARCASIA from claims arising from unforeseen accidents
	Action by Council	For feedback and approval for implementation
	Presented by	Hon. Secretary Hui Min Chan

Proposed Indemnity Clause to be included in organiser agreements for future events

1. The organiser acknowledges that ARCASIA and its member institutes act only as knowledge partners for the project/event.
2. The organiser shall collect adequate fees from the participants and acknowledges that ARCASIA and its member institutes shall not provide funds for the project/event.
3. The organiser agrees to indemnify ARCASIA and its member institutes from and against any and all claims, liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising out of any accident, injury or death to persons, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the project.
4. The organiser warrants to take appropriate measures to ensure the health & safety and proper conduct of the participants. Such measures shall include (but not be limited to):
 - a. Issuing and enforcing a “code of conduct” among the participants.
 - b. Ensuring that the participants submit evidence of having relevant travel, accident and medical insurance, either via their institution or personal insurance.
 - c. Ensure that the participants be responsible for arranging their own Visa and immigration formalities as required by the host country.
 - d. Strictly enforcing that all participants endorse and submit their respective indemnity forms prior to participation.
5. The organizer agrees to indemnify and save ARCASIA and its member institutes harmless from and against any and all claims, liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising out of (i) the acts or omissions of the organiser in connection with the event/project; or (ii) any accident, injury or death to persons, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the project/event.

Proposed sample Indemnity Form for participant

Please submit this form duly completed before you check in for the Event. Please note that incomplete forms will bar you from attending the event – **<Name of Event>**

I, _____ , _____
(Name of participant) (Passport or ID No.),

hereby declare that I am participating in the **[INSERT NAME OF EVENT]** on **[DATE, DAY]** of my own free will and volition, am aware of the risks involved and in consideration of being permitted by the ARCASIA, its member institutes and **[Insert organizing party]** to participate in the Event, I, for myself, my successors, personal representatives and assigns:

- a. do hereby absolve, acquit and discharge ARCASIA, its member institutes and **[Insert organizing party]** and their officers, servants, employees, agents or volunteers from all or any responsibility, actions, causes of action, claims, demands and obligations whatsoever arising from any loss or damage (including, without limitation and to the extent permissible by law, physical injury, loss of life or property damage) caused by or sustained as a result of my participation in the Event; and
- b. will indemnify and keep indemnified, save and hold harmless ARCASIA, its member institutes and **[Insert organizing party]** and their officers, servants, employees, agents or volunteers against all losses, claims, demands, actions, proceedings, damages, costs or expenses, including legal fees, and any other liability arising in any way from my participation in the Event.

Additionally, I also undertake to:

- c. abide by the rules and code of conduct set by the organiser and the laws of the hosting country.
- d. consent to the collection of my personal data (name and passport number) solely for the purpose of organizing the event and to facilitate my participation.

Signature of Participant

Date

In the presence of:

Signature of Witness

Name & Passport No. of Witness

(note: This form is for participants of legal age. Underaged participants require separate parent/guardian consent forms)