

Indemnity and Release from Liability

(hereinafter call 'the Licensee') in consideration of Córas Iompair Éireann (hereinafter called 'the Board') and Iarnród Éireann - Irish Rail (hereinafter called 'the Company') permitting the Licensee to enter upon the Board's property at:-

Hereby on the part of the Licensee and where applicable the personal representatives or successors in title of the Licensee agree:

1. To indemnify the Board and the Company their servants and agents from and against all actions, proceedings, costs, charges, damages, expenses, claims and demands, in respect of any accident, injury loss or damage sustained by or caused to any person or property (including the person or property of the servants, agents, invitees or licensees of the Board or the Company) which may in any way arise by reason or on account of the exercise of the permission and notwithstanding that the said accident, injury, loss or damage, may be wholly or partly due to the wrongful act, neglect, default, breach of statutory duty or wilful misconduct on the part of the Board or the Company their servants or agents, or of any person for whom the Board or the Company is or are or may be responsible or to any circumstances within the Board's or the Company's control and any subsequent reference to any of the matters or circumstances set out in this clause shall be deemed to include this stipulation.
2. To be solely liable to the Board and the Company for all loss of or damage to any property of the Board or the Company sustained or caused by reason or on account of any of the matters or in any circumstances set out in clause 1.
3. The Board and the Company shall not, by reason or on account of any of the matters or in any of the circumstances aforesaid, be liable to the Licensee or where applicable the Licensee's personal representatives or to any person or persons who might otherwise be entitled in case of the Licensees death, whether at common law or under the Civil Liability Act, 1961, or any other existing or future Act altering, amending, extending or re-enacting the same, for personal injury, loss of life, loss of support, or loss of or damage to property.

IN WITNESS whereof the Licensee has caused its common seal to be affixed hereto, this day of 20....

PRESENT when the seal of

Was affixed hereto: