

**Red Rope Access  
17/51 Lancaster Road  
Wangara  
Perth  
WA  
6050**

**RED ROPE ACCESS LTD - WAIVER**

In consideration of Red Rope Access providing *[insert name of participant]* of *[insert address]* .....  
 .....  
 ..... (“Participant”) with training and *[insert other relevant activities (if any)]* .....  
 ..... (“Activities”) which may include access to Red Rope Access’s premises and facilities (“Premises”), the Participant (and if applicable, the Participant heirs, executors, administrators, successors and permitted assigns) hereby acknowledges and agrees to enter into this Waiver.

1. The Participant acknowledges that:
  - 1.1 the Participant will participate in the Activities and will be in or on the Premises at the Participant’s own risk;
  - 1.2 this Waiver is intended to be a complete and unconditional release of Red Rope Access from any and all Claims set out in clause 2 to the greatest extent permitted by law; and
  - 1.3 the Participant will enter into a confidentiality agreement with Red Rope Access (if requested by Red Rope Access).
2. The Participant will fully release, defend and indemnify the Red Rope Access Group from all Claims arising out of, relating to or in connection with (regardless of fault of Red Rope Access):
  - 2.1 physical loss of or damage to the property of the Participant.
  - 2.2 personal injury, disease, illness, or death of the Participant; and
  - 2.3 Consequential Losses suffered by the Participant;
 in relation to or in connection with the Participant being in or on the Premises and/or participating in the Activities.
3. The Participant understands and agrees that this Waiver is binding and enforceable and that all the terms and conditions of this Waiver continue in full force and effect at all times.
4. Every provision of this Waiver will be deemed severable as far as possible from the other provisions of this Waiver. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from this Waiver. This Waiver with the offending provision severed and omitted and with any consequential amendment if necessary, will otherwise remain in full force.
5. This Waiver is to be construed according to Western Australian laws and the parties submit themselves to the non-exclusive jurisdiction of the Courts of Western Australia and any competent appellate courts.
6. For the purposes of this Waiver, unless qualified by or inconsistent with the context:
  - 6.1 a reference to “Red Rope Access” includes:
    - 6.1.1 Red Rope Access.
    - 6.1.2 any holding companies and subsidiaries of Red Rope Access.
    - 6.1.3 all of those persons holding an ownership interest, of any kind, in Red Rope Access.
    - 6.1.4 all Red Rope Access’s partners, joint venturers, and affiliates; and

- 6.1.5 with respect to all of the foregoing, all of each such persons, respective managers, members, stockholders, shareholders, partners, joint venturers, officers, directors, employees, agents, representatives, invitees, consultants, contractors and sub-contractors of every tier, assigns and successors, and insurance and underwriters but will not include any member of the Participant;
- 6.2 **“Claim”** means any claim, action, proceeding, demand, cost, damage including (but not limited to) Consequential Losses, loss, expense, liability incurred or suffered by, or brought or made or recovered against any person and however arising (whether or not presently ascertained, immediate, future or contingent);
- 6.3 **“Consequential Losses”** means for loss of profit, loss of production, loss of use of any plant or facility, business interruption, loss of business opportunity or any other indirect, consequential, special contingent of penal damage or loss;
- 6.4 **“regardless of fault”** means without limitation, pre-existing conditions, whether such conditions be patent or latent, the unseaworthiness of any vessel or vessels, imperfection of material, defect of failure of equipment, breach of representation or warranty (express or implied), or to a hazardous activity, strict liability, tort, breach of contract, breach of statutory duty, breach of any safety requirement or regulation, or the negligence of any person or party, including the indemnified party or parties, whether such negligence be sole, joint and/or concurrent, active or passive, or any other theory of legal liability, expressly including gross negligence or wilful misconduct.
- 6.5 Red Rope Access reserves the right to record, via photographs, video and/or audio for quality assurance and social media purposes.

By signing below, the Participant acknowledges and agrees to the terms and conditions in this Waiver.

.....  
 (Signature of Participant)

.....  
 (Print name)

Date: / /