



## BRIDGECLIMB - VISUAL IMAGE AND LIABILITY AGREEMENT

In consideration of BridgeClimb providing its facilities and permitting the filming of BridgeClimb's operations in BridgeClimb's facilities and on the Sydney Harbour Bridge (together the "Premises") and the provision by BridgeClimb of guiding and support services

\_\_\_\_\_, (specify name of film/production company, not name of photographer) (**Producer**)

agrees that any still photographic images, video and/or audio footage (Footage) taken on the Premises will be used only for the purpose stated below.

Producer agrees that any Footage that goes to air or is included in any film / publication will not:

1. include any accident or injury that may or has occurred on the Premises,
2. include any accident or injury that may be construed by the viewing public as having been incurred on the premises,
3. include any medical procedure on the Premises,
4. include any act by any person attempting to inflict harm on himself or others,
5. include footage that in any way brings in to question that BridgeClimb is a safe adventure experience or in any way brings in to question the reputation of BridgeClimb.
6. state, suggest or imply BridgeClimb sponsors, endorses or supports particular suppliers of products or services or particular products or services.

Producer further agrees that BridgeClimb has the right to review, and the Producer agrees to provide for review, all Footage that Producer intends to publish or air or release in some other way for public consumption. Producer agrees that BridgeClimb may deny producer permission to publish, air or release in some other way Footage that BridgeClimb deems, in its absolute discretion, may breach security and/or safety protocols of BridgeClimb or the Roads and Maritime Services ("RMS"), may affect BridgeClimb's branding or reputation or may associate BridgeClimb with an organisation, concept, value or issue with which BridgeClimb does not wish to be associated.

Producer acknowledges that, if Producer does not comply with this agreement, BridgeClimb may suffer loss including but not limited to the loss of reputation and that Producer will be liable for damages including but not limited to consequential damages should Producer breach this agreement.

Producer agrees to provide BridgeClimb with copies of all Footage taken on the Premises and, subject to the following sentence, irrevocably permits BridgeClimb to use any portion of this Footage for the purpose of the promotion of BridgeClimb's services. Producer does not permit use of any Footage where the filming or visual images contain images of specific, well-known personalities (i.e. reporters/ actors / personalities from television programmes) (Media Identities) identified below. These images may only be used by BridgeClimb with the written permission of the Media Identities involved. Producer agrees to provide to BridgeClimb reference copies of all programs that have aired any Footage taken or any publications that have printed any images taken.

Producer, by this agreement, acknowledges that the Producer, its agents, employees and invitees enter on to the Premises at their own risk and that Producer disclaims and excludes BridgeClimb and the RMS to the extent permitted by law from any liability for any loss, damage or injury of any nature arising from or connected with any person undertaking the climb as part of this production, no matter how that loss, damage or injury is caused and whether BridgeClimb is negligent or not.

To the extent permitted by law, Producer hereby agrees to indemnify the BridgeClimb and the RMS, against any claim or loss suffered or brought against BridgeClimb or the RMS arising out of or in any way in connection with any action by Producer, its agents, employees or invitees during their



participation in a Climb or a breach by any of them of the terms of this agreement, the BridgeClimb Sydney Climber Declaration or the Terms of Trade of BridgeClimb.

Producer agrees to assume full responsibility for all camera, sound and other equipment taken by Producer, its agents, employees or invitees onto the Premises and indemnifies BridgeClimb against any claim, loss or damage suffered by any party arising out of the handling by Producer, its agents, employees or invitees of any camera, sound or other equipment either owned by the Producer, its agents, employees or invitees or provided by BridgeClimb.

To the extent that this visual image and liability agreement is inconsistent with any other document signed between the parties, then this document shall take precedence.

Purpose of Filming : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Media Identities : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of: \_\_\_\_\_ (name of production co.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of signee: \_\_\_\_\_

Position of signee: \_\_\_\_\_

Updated: Sept 2018