

DEED OF RELEASE

<p>THIS DEED POLL is made on the day of 20.....</p> <p>BY: [name] of [insert address] (Recipient)</p> <p>FOR THE BENEFIT OF: CPB Contractors Pty Limited (ABN 98 000 893 667) of Level 2, 177 Pacific Highway, North Sydney New South Wales 2060 and John Holland Pty Ltd (ABN 11 004 282 268) of Level 3, 65 Pirrama Road, Pyrmont NSW 2009, together as an unincorporated joint venture trading as JHCPB JV Rozelle Interchange (ABN 79 385 373 351) (JHCPB)</p>
<p>Project: WestConnex 3B – Rozelle Interchange</p>
<p>BACKGROUND</p> <p>A. JHCPB has offered to distribute salvaged heritage items to the Recipient (Items).</p> <p>B. The Recipient has accepted JHCPB's offer and has agreed to enter into this deed poll for the purpose of indemnifying and releasing JHCPB from all liability in respect of the Recipient's use of the Items.</p> <p>C. The Parties desire to evidence their intention as set forth below.</p>

In consideration of JHCPB providing the Items to the Recipient, the Recipient agrees:

1. ACKNOWLEDGEMENTS AND RELEASE

- (1) The Recipient acknowledges and agrees that:
- (a) JHCPB will not be liable to the Recipient for any loss or damage suffered by the Recipient arising out of or in connection with the Items, including any loss or damage to any vehicle or mode of transport the Recipient uses to collect the Items;
 - (b) JHCPB will not be liable for any personal injury, disease or death arising out of or in connection with the Items;
 - (c) the Recipient is responsible for collecting the Items from a pre-agreed storage location determined by JHCPB at the Recipient's cost;
 - (d) the Recipient must undertake all actions to load and transport the Items from the JHCPB designated location to the Recipient's vehicle, including performing all lifting, loading and transportation of the Items without any assistance from JHCPB or any of its employees, agents or contractors;
 - (e) JHCPB does not warrant or guarantee the condition of the Items and the Recipient agrees to accept the Items in their current condition;
 - (f) JHCPB will not accept the return of any Items and any unwanted Items will need to be disposed of by the Recipient at the Recipient's cost;
 - (g) JHCPB makes no guarantee as to the authenticity of the Items and their heritage status. The Recipient must make their own enquiries in relation to the authenticity of the Items;
 - (h) JHCPB is not liable for any expenses incurred by the Recipient in collecting and transporting the Items;
 - (i) The Recipient must collect the Items from the JHCPB designated storage area at a time pre-agreed with JHCPB. If the Recipient fails to arrive at the specified time, the Recipient will forfeit their right to the Item and JHCPB may distribute the Item to another party and
 - (j) Prior to collecting the items, and upon JHCPB's request, the Recipient may be required to provide valid proof of identity and/or proof of residential address.
- (2) The Recipient indemnifies, releases and forever discharges JHCPB, its officers, employees and agents from and against all claims, losses, actions, damages, costs (including legal costs) and expenses of any kind whatsoever (including statutory to the extent permitted by law and common law including contract, negligence and equity), arising out of or in connection with:
- (a) the Items; or
 - (b) the Recipient's use of the Items for whatever purpose, and resulting from:
 - (c) personal injury (including death or disease) to the Recipient or any other person;
 - (d) loss of or damage to the Items or any property of the Recipient;
 - (e) personal injury (including death or disease) to or loss of or damage to the property of any third party;
 - (f) breach of or non-compliance with any legislation, statute, ordinance, regulation, by-law or order made thereunder or any other lawful requirement of any Authority or breach of any law relating to health and safety.

- (3) None of the obligations or liabilities of the Recipient under this deed poll will be discharged, impaired or otherwise affected by:
- (a) any disability, incapacity or change in status, function, control or ownership of JHCPB or the Recipient;
 - (b) any liquidation, bankruptcy, insolvency, winding up, dissolution or re-organisation of the ownership of JHCPB or the Recipient; or
 - (c) any illegality, invalidity or unenforceability in or of the terms of any agreement or other commitments to which JHCPB or the Recipient is or may become a party or otherwise bound.
- (4) JHCPB will not be liable to the Recipient or any third party for any loss of profit (whether direct or indirect), loss of business, business interruption, loss of revenue, loss of goodwill or loss of anticipated savings or any consequential or indirect losses or damage suffered by the Recipient or any other party arising out of or in connection with the Items or the Recipient's use of the Items for whatever purpose.
- (5) The Recipient:
- (a) releases JHCPB and its employees, agents, successors and permitted assigns from all past, present and future claims, whether known or unknown arising out of or in connection with the Item; and
 - (b) indemnifies JHCPB against:
 - (i) any encumbrances (whether by way of lien, charge, retention of title, attachment or otherwise) over or in respect of the Items; and
 - (ii) any proceedings brought by any persons seeking payment of an amount in respect of the Items or any part thereof.

2. MISCELLANEOUS

- (1) Each Party must bear its own costs in relation to preparation and negotiation of this deed poll.
- (2) If a provision in this deed poll is held to be invalid, illegal or unenforceable, this deed poll will continue otherwise in full force and effect apart from such provision which will be taken to have been deleted.
- (3) This deed poll constitutes the entire, final and concluded agreement between JHCPB and the Recipient in relation to the matters the subject of this deed poll. This deed poll supersedes any previous arrangements, correspondence, representations, proposals, understandings and communications, whether oral or in writing.
- (4) This deed poll is governed by the laws of the State of New South Wales, Australia.
- (5) Any notices served hereunder must be sent by hand, recorded delivery post or facsimile to the registered office of the relevant party marked for the attention of JHCPB and will be deemed served at the time of receipt.
- (6) This deed poll may be executed in counterparts.

EXECUTED by the Recipient as a deed poll.

SIGNED, SEALED and DELIVERED by
in the presence of:

Signature

Signature of witness

Name of witness in full