

## RELEASE AND WAIVER OF LIABILITY

The individual named below (referred to as “I” or “me”) desires to enter the property leased by Innergex Renewable Development USA, LLC (“**Innergex**”), known as Wautoma Solar, located at 1521 Wautoma Rd. Sunnyside, WA 98944-0000, and surrounding parcels, as shown on attached Figure A-2 (the “**Property**”), for the purpose of a site visit (the “**Activity**”). In consideration of being permitted by Innergex to enter the Property and participate in the Activity, and in recognition of Innergex’s reliance hereon, I agree to the terms and conditions:

1. I AM AWARE AND UNDERSTAND THAT ACCESSING THE PROPERTY AND PARTICIPATING IN THE ACTIVITY MAY INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF INNERGEX, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF INNERGEX. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PROPERTY AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF INNERGEX OR ANY RELEASEE OR OTHERWISE.
2. I hereby expressly waive and release any and all claims, now or hereafter known, against Innergex, and its officers, directors, manager(s), employees, consultants, agents, affiliates, members, successors, and assigns (collectively, “**Releasees**”), on account of injury, disability, death, or property damage arising out of or attributable to my being on the Property or my participation in the Activity, whether arising out of the ordinary negligence of Innergex or any Releasees or otherwise. I covenant not to make or bring any such claim against Innergex or any other Releasee, and forever release and discharge Innergex and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Washington law does not permit to be released by agreement.
3. I shall defend, indemnify, and hold harmless Innergex and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against Innergex or any other Releasees in a final non-appealable judgment arising out of or resulting from any claim of a third party related to my being on the Property or my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of Innergex.
4. I agree that I will follow all instructions of any onsite property manager or other representative or agent of Innergex while on the Property.
5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention while on the Property. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Innergex from any claim based on such treatment or other medical services.
6. This Release constitutes the sole and entire agreement of Innergex and me with respect to the

subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Innergex and me and our respective successors, assigns, heirs, executors, and personal representatives. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Benton County, Washington and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE INNERGEX.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

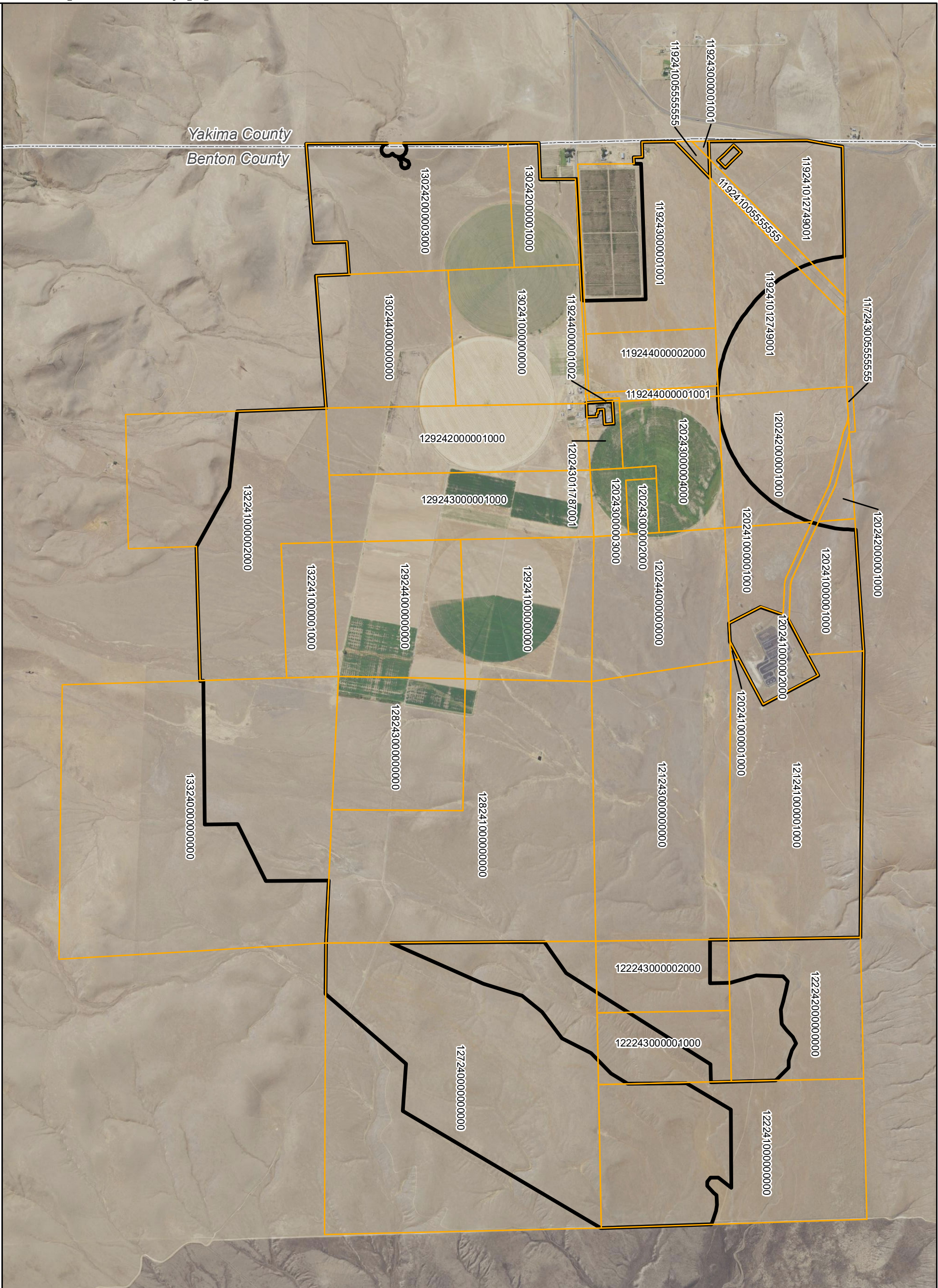
Date: \_\_\_\_\_



**NAD 1983 StatePlane Washington South FIPS 4602 Feet**






NOT FOR CONSTRUCTION



# Wautoma Solar

## Figure A-2 Assessors Parcels

BENTON AND YAKIMA COUNTIES, WA

-  Project Area  
 Project Lease Boundary  
 County Boundary

**INNERGEX**  
**TETRA TECH**

## Reference Map

