

Webberville Solar Farm

VISITOR RELEASE OF LIABILITY AS CONDITION FOR ENTRY

PARTIES: Solar Farm is the Webberville Solar Farm located in Travis County, Texas and the term as used herein includes LONGSOL, LLC, SunEdison and their subsidiaries, parent corporations, owners, partners, contractors, affiliated entities, shareholders, lessors, officers, directors, representatives, operators, employees, and agents, and anyone else affiliated with the ownership or operation of Solar Farm. Visitor is the person whose name appears below, and any minors or dependents accompanying that person.

For the consideration of Solar Farm allowing Visitor to enter the premises, be it hereby agreed:

ACCEPTANCE OF RISKS, RELEASE OF LIABILITY, AND INDEMNIFICATION: Visitor acknowledges and understands that Solar Farm makes no warranties, either express, written or implied, as to the safety of the Premises occupied and/or used by the Visitor. This document provides and imparts sufficient warning that dangerous conditions, risks and hazards exist on Solar Farm. Visitor's presence and activities on the premises expose both Visitor and Visitor's property to dangerous conditions, risks and hazards, including but not limited to: electrical lines, solar collection panels and power supplies and other equipment generating heat, electricity, chemical and electromagnetic emissions; moving vehicles, mechanical parts and equipment; natural and manmade obstacles; ditches, erosion and general condition of the land, both on and off roadways and creating rough, hazardous and dangerous driving, riding and walking conditions. The Visitor acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions in exchange for the right of entry. Visitor agrees and understands that Solar Farm assumes no liability for the Visitor's safety when he or she is exposed to hazardous conditions, whether natural or man-made, known or unknown. Visitor agrees to release and hold harmless Solar Farm and any of its electricity buyers, the City of Austin and any of their affiliated entities, from any and all actions or causes of action, claims, demands, liabilities, losses, damages, injuries, costs or expenses of whatever kind or nature, including cost of litigation, attorneys' fees and reasonable expenses in connection therewith, for injury to Visitor and/or for damage to or loss of the Visitor's property while on Solar Farm, whether or not such action, claim, demand, loss, injury or damage claim shall be valid or groundless, and whether or not it was caused by the negligent or grossly negligent conduct of Solar Farm in whole or in part. The term "injury" as used herein also covers death and the release and indemnification provision of this paragraph covers all claims for wrongful death. The release and indemnification provisions of this paragraph are binding upon the Visitors, his or her heirs, successors and assigns and the estate.

Visitor agrees to abide by all instructions given by the representatives of Solar Farm and all rules of Solar Farm. However, while such representative may provide such instructions, Visitor shall remain liable for their own actions. Visitor also agrees to keep away from equipment of Solar Farm, including, but not limited to all panels, transformers, inverters, trackers and any and all electrical, mechanical, and technical components of Solar Farm. Visitor further agrees he/she will not sabotage, vandalize, spoil, litter or otherwise interfere with the operations of Solar Farm. The undersigned agrees to pay for any or all damages to any property or indemnities caused by the undersigned either negligently, willfully, or otherwise. If Visitor is a minor, he/she shall be accompanied by an adult, and the adult executing this release on behalf of the minor shall be responsible for the minor's conduct.

VENUE FOR AGREEMENT: This Release and Agreement shall be governed by and construed in accordance with the laws of Texas. To the extent the written terms of this agreement conflict with Texas law, the written terms of this agreement shall be deemed by a court of competent jurisdiction to be modified in the most limited extent possible as to be in full and complete compliance with all such laws and to not contain any unenforceable, or prohibited term or terms, such that this Release shall be fully enforceable to the greatest extent permitted by Texas Law. Any dispute concerning or arising out of this Release or from visiting Solar Farm shall be submitted to a court of competent jurisdiction in Travis County, Texas.

ENTIRE AGREEMENT; MODIFICATION: This Release and Agreement supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to its subject matter. Visitor acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by Solar Farm or anyone acting on behalf of Solar Farm, which are not embodied herein. No modification hereof shall be effective unless in writing and signed by both parties.

Visitor: _____
Signature Date

Please Print Name

I am also executing this Agreement on behalf of the minors listed below:

