

Liability Waiver and Participant Agreement

Date(s) of Activity: September 13, 2019

The Truckee Meadows Water Authority (“TMWA”) is allowing interested parties an opportunity to inspect and tour (“Tour”) the Farad Hydroelectric Facility site (“Site”) in Nevada County, California in connection with submissions of bids for the purchase of the Site on September 13, 2019. Participants will be unaccompanied during the Tour and participation in the Tour may present hazards or risks of injury and/or damage/loss to property over which TMWA has no control or responsibility.

By reading this waiver and participating in the Tour, I hereby agree to assume all risks of and full responsibility for losses, injuries, damages and/or death associated with or arising in connection with my participation in the Tour and agree to release and hold harmless TMWA, its employees, officers, agents, volunteers, other participants, and, if applicable, owners and lessors of premises used to conduct the event (the “Releasees”) from and waive any and all claims for injuries and/or death as well as loss/damage to property that may arise from participation in the Tour, whether or not the risk of injury is known or unknown to the participant or TMWA, its employees, or volunteers.

In consideration for my acceptance as voluntary participant on this Tour, I confirm my understanding that:

1. I have read any rules and conditions applicable to the Tour made available to me;
2. I recognize that portions of the Site are unimproved and in their natural state, and am aware and accept that there is risk involved in any activity conducted in the Site.
3. I recognize that portions of the Site may contain hazardous substances or contaminants which may pose a health risk.
4. The Tour officially begins and ends at the location(s) designated by TMWA; the Tour does not include carpooling, transportation, or transit to and from the various properties, and I am personally responsible for all risks associated with this travel.
4. This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
5. I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE TRUCKEE MEADOWS WATER AUTHORITY, its employees, officers, agents, volunteers, other participants, and, if applicable, owners and lessors of premises used to conduct the event, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY incident to my involvement or participation in

the Tour, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES, myself, OR OTHERWISE, to the fullest extent permitted by law.

7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
8. I understand and am aware Truckee Meadows Water Authority is protected by, and does not waive, immunities from liability available to it under Nevada law.
9. I am eighteen years or older in age.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____

Date: _____

PARTICIPANT SIGNATURE

PRINT NAME: _____