

PACIFICORP

Release and Site Access Agreement

In consideration of PacifiCorp's allowing access to the _____ ("Site") to _____ ("Visitor"), Visitor states that he or she understands that there is potentially dangerous equipment and other hazards on the Site. Without limitation, potential dangers may include high voltage electricity, rotating shafts and equipment, water hazards, and tripping and fall hazards. Visitor agrees to:

1. Release, waive, discharge, indemnify, defend and hold harmless PacifiCorp, and its affiliates, directors, officers, employees, and agents (collectively "Indemnitees") from and against any and all claims, demands, liabilities, suits, losses, costs, and damages, including attorneys' fees and litigation expenses, for or on account of any and all matters whatsoever relating to, arising from, or connected with Visitor's transportation to and from or presence upon the Site, including without limitation injury to or death of any person, including without limitation Visitor, or damage to any property, including without limitation property of Visitor, or in any way connected with Visitor's visit to the Site, excepting only such injury or harm caused solely by the willful misconduct or gross negligence of the Indemnitees.
2. Assume full responsibility for risk of bodily injury, death or property damage due to the negligence of Indemnitees while upon the Site, or while using any equipment thereon.
3. Make itself and its employees, contractors and agents aware of and comply with all Site regulations, and applicable laws, rules or regulations, prior to visiting or performing any work at the Site, including without limitation all of those regulations pertaining to safety and security.
4. Any present or future use by PacifiCorp of any photograph of Visitor on or about the Site.
5. Restrict his or her activities on the Site to only those locations and times as directed by PacifiCorp's representative.
6. Permit any certified medical emergency professional to administer any type of medical treatment in the event Visitor becomes unable to render such permission.
7. Clearly display a Visitor tag number on Visitor's person and on all vehicles brought on the Site at all times.
8. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

This agreement is effective through _____, 20___. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE AND I HAVE READ AND I UNDERSTAND THIS RELEASE AND SITE ACCESS AGREEMENT.

Visitor:

Site Access Approved by:

(Signature)

(Signature)

(Name – Type or Print)

(Name – Type or Print)

(Date)

(Date)