

22 STATION OWNERS ASSOCIATION, INC.

P.O. Box 2025
Olympic Valley, CA 95418

P2, Building 4 Garage Electric Vehicle Charging Stations Registration and Assumption of Risk and Liability Waiver and Release Agreement

Please Complete, Sign, Scan, and Email to: parking@palisadesvnc.com

Owner name(s): _____

Owner of Unit: _____

Owner email: _____

Owner mobile phone: _____

Owner Vehicle Model: _____

Vehicle License Number: _____

Owner(s) (“Owner”) has read the 22 Station Owners Association, Inc. and Palisades Village Neighborhood Company Electric Vehicle Charging Policy. Owner understands and agrees that access and use of the electric vehicle charging stations (EVCS) in P2, Building 4, garage is subject to the terms of this Policy.

Owner understands and agrees that Owner is limited to use of one (1) EVCS at any one time and one (1) parking space. Owner understands that Owner shall comply with the rules and regulations governing parking in P1 apply to vehicles while parking and using the EVCS in P1 or P2.

22 Station Owners Association or Palisades Village Neighborhood Company (collectively, “Association”) may at its sole discretion deny Owner access to and use of the EVCS.

Owner agrees to be responsible for all fees associated with the Owners use of the EVCS. Owner agrees to use EVCS at Owner’s own risk. Owner assumes all risk of injury, death, damage or loss to Owner and/or Owner’s vehicle and/or property in any way resulting from, arising out of, or in connection with Owner’s use of the EVCS. Owner agrees on behalf of itself and its family, personal representatives, heirs, executors, administrators, agents and assigns, to release and

discharge the Association and its directors, officers, members, employees and agents (collectively “Released Parties”) from any and all claims or causes of action resulting from, arising out of, or in connection with Owner’s use of EVCS, known or unknown, except arising out of gross negligence or willful act of misconduct by the Released Parties.

This agreement extends to any and all claims Owner has or later may have against the Released Parties resulting from or arising out of Owner’s use of the EVCS whether or not such claims result from negligence (except willful acts of misconduct) by the Released Parties.

Owner further agrees to waive all benefits flowing from any State statute which would negate or limit the scope of this agreement, including but not limited to Section 1542 of the California Civil Code, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party..”

Owner agrees to indemnify the Association for, and hold harmless and defend the Association from, any liabilities, claims, demands, or causes of action against the Association and any other expenses incurred by the Association, which arise from or are related to the use of, and/or access to, the EVCS.

By signing this agreement, Owner certifies that Owner has carefully read this agreement, and fully understands it is an assumption of risk, waiver and release of liability, and that Owner is not relying on any statements or representations made by the Released Parties.

THIS IS A LIABILITY RELEASE – READ CAREFULLY BEFORE SIGNING

Owner’s Signature: _____

Date:_____

Owner’s Printed Name: _____

Owner’s Signature: _____

Date:_____

Owner’s Printed Name: _____

For administrative use

Owner EVCS Code Number: _____