

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: mdegroff@palisadestahoe.com

Employee name: _____

Title _____

Employee number (if applicable): _____

Employee email: _____

Employee mobile phone: _____

Employee Vehicle Model: _____

Employee Vehicle License Number: _____

22 Station Owners Association (“22 Station”) operates electric vehicle charging stations in P2, Building 4. Palisades Tahoe Resort, LLC Employee (“Employee”) Employee understands and agrees that access and use of the electric vehicle charging stations (EVCS) in P2, Building 4 garage is as a guest of 22 Station, and is subject to 22 Station’s prevailing EVCS terms of use.

Employee understands and agrees that Employee is limited to use of one (1) EVCS at any one time and one (1) parking space.

Employee agrees to be responsible for all fees associated with the Employee use of the EVCS.

Employee agrees to use EVCS at Employee’s own risk. Employee assumes all risk of injury, death, damage or loss to Employee and/or Employee’s vehicle and/or property in any way resulting from, arising out of, or in connection with Employee’s use of the EVCS. Employee 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 Employee’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 Employee has or later may have against the Released

Parties resulting from or arising out of Employee's use of the EVCS whether or not such claims result from negligence (except gross negligence or willful acts of misconduct) by the Released Parties.

Employee 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.

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

THIS A LIABILITY RELEASE – READ CAREFULLY BEFORE SIGNING

Employee's Signature _____

Date _____

Employee's Printed Name _____

For administrative use

Employee EVCS Code Number: _____