

Release & Indemnification for a Minor

WHEREAS, _____ (Parent/Guardian's name),
_____ (Minor Child's name), (hereinafter referred to either individually or collectively as "Guest(s)"), desires to visit or otherwise enter the Macho Springs Wind Project Premises either owned, and/or managed by EDF Renewable Energy, EDF Renewable Services, or any EDF Renewable affiliate, (hereinafter referred to either individually or collectively as 'enXco'), for the purpose of a wind plant site visit: and

WHEREAS, Guest(s), in exchange for being allowed to visit the Macho Springs Wind Project Premises, wish to Release and Indemnify EDF-RE, VESTAS, Inc., & Capital Power, Inc., from and against any and all claims, liabilities, demands, actions, judgements, executions, etc., that arise as the result of the Guest's entering any of the Macho Springs Wind Project Premises;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

That Guest(s), in consideration of being allowed to enter upon the Project Premises, on behalf of himself/herself/itself, their respective heirs, executors, administrators, trustees, successors, and/or assigns, does hereby agree to indemnify, hold harmless, defend, release and forever discharge EDF-RE (and the landowner, if different than EDF-RE inclusive of VESTAS, Inc., & Capital Power, Inc.), as well as any of their respective directors, officers, members, employees, and agents from any loss, damage, liability, claim, demand, action, judgement, execution, cost or expense related thereto, arising from or in connection with Guest's visiting or otherwise entering upon the Macho Springs Wind Project Premises and any training or instruction provided by EDF-RE. Such indemnity obligation expressly includes any allegation or determination of EDF-RE negligence, including sole negligence. The costs or expenses noted above shall include, but not be limited to, reasonable attorney's fees and court costs.

By signing this Release and Indemnification, Guest(s) further agree to abide by any and all safety procedures that are mandated by EDF-RE, VESTAS, Inc., & Capital Power, Inc. All parties, by their signature, acknowledge that they are fully authorized (and in good standing) to execute the document. Guest(s) agree to Indemnify EDF-RE, VESTAS, Inc., & Capital Power, Inc., for any loss, damage, liability, claim, demand, action, judgement, execution, cost or expense that EDF-RE, VESTAS, Inc., & Capital Power, Inc. may incur as the result of the visit by said minor child or children (*as named within this release/indemnification*) to the Macho Springs Wind Project Premises.

I, (Parent/Guardian) _____, by my signature below agree to the terms and conditions as stated above and grant permission for my child, (Child's Name) _____ to visit or otherwise enter the Macho Springs Wind Project Premises on Thursday October 15th, 2015 for the purpose of a Project Site Tour.

Signature of Parent/Guardian: _____

Date: _____

Printed Name: _____