

LIABILITY WAIVER FOR STATION TOURS

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

This Limited Right of Entry, Assumption of Risk, Release of Liability, and Indemnification Agreement (“the Agreement”) is made as of this ___ day of _____, 2025 by and between _____ (“Entrant”) individually, and South Carolina Public Service Authority (“Santee Cooper”). Santee Cooper may be referred to as “Owner.” Entrant and Santee Cooper may be referred to individually as a “Party” or collectively as the “Parties.”

Conditions for Access to the Property. Entrant is entering the Property of Santee Cooper to participate in an informational tour and meeting. Entrant may enter upon the Property only with an escort from Santee Cooper. Entrant agrees that it will remain with the assigned escort at all times while on the Property. Entrant shall comply with all security and safety protocols required by Santee Cooper with respect to the Property. Entrant shall complete all training activities that may be required by Owner, at Owner’s discretion, prior to accessing the Property.

Maintenance and Condition of the Property. Entrant accepts the Property in "as is" condition. Entrant hereby accepts and acknowledges that Owner has not made, nor is making, any warranties or representations with respect to the Property.

Risks of Activity. Entrant understands and agrees that the Properties contains a generating station and that entry onto the Property can be HAZARDOUS AND MAY INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH. Entrant understands and agrees that entry onto the Property is or may be inherently dangerous and fully understands the dangers of such activity. ENTRANT ACKNOWLEDGES AND UNDERSTANDS THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT ENTRY ONTO THE PROPERTY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS. **ENTRANT VOLUNTARILY ACCEPTS THESE RISKS.**

Assumption of Risk, Release, and Indemnification. Assumption of Risk. Entrant agrees and understands that there are various dangers and risks associated with entering the Property and that INJURIES AND/OR DEATH MAY RESULT from, including but not limited to: the acts, omissions, negligence, representations, or errors of Owners or third parties. By signing this document, the Undersigned recognizes that property loss, injury, or death are all possible while accessing the Property. **RECOGNIZING THE RISKS AND DANGERS, ENTRANT UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES TO PARTICIPATE AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF ENTERING THE PROPERTY, WHETHER SUCH RISKS ARE KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

Entrant hereby **IRREVOCABLY RELEASES, DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST OWNER OR THEIR REPRESENTATIVES WITH RESPECT TO ANY CLAIMS OR CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING FROM ENTRANT’S ACCESS TO THE PROPERTY** which the Entrant has or which could be asserted on its behalf, including, but not limited to, claims of negligence and/or breach of contract.

Entrant hereby **AGREES TO INDEMNIFY, DEFEND AND HOLD OWNERS AND THEIR REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITY, COST, EXPENSE OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER AND FROM ANY SUITS, CLAIMS OR**

DEMANDS, INCLUDING LEGAL FEES AND EXPENSES WHETHER OR NOT IN LITIGATION, ARISING OUT OF, OR RELATED TO, ENTRANT’S ACCESS TO THE PROPERTY. Such obligation on the part of Entrant shall survive beyond Entrant’s access to the Property.

Medical Care. In the event Entrant becomes incapacitated or unconscious, Entrant authorizes Owner and their personnel to seek medical attention and care for Entrant’s representatives and/or to transport Entrant’s representatives to a medical facility or hospital if, in the opinion of such personnel, medical attention is or appears to be needed. Entrant agrees to pay all bills and costs associated with such medical care and related transportation.

Miscellaneous. This Agreement shall be governed by the laws of the State of South Carolina, and the exclusive jurisdiction for any claim arising out of this Agreement and/or Entrant’s access to the Property, the provisions herein notwithstanding, shall be Berkeley County, South Carolina. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all prior promises, contracts, arrangements, communications, warranties or representations, whether oral or written, between the parties relating to the Property. This Agreement expressly does not integrate any other agreements, including but not limited to any non-disclosure agreements, that have been entered into between the Parties or that may be entered into by the Parties in the future. This Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms or parts thereof shall remain unaffected and shall be enforceable between the parties to the maximum extent permitted by law. It is the intent of the Parties that this Agreement shall be binding upon their heirs, assigns, next of kin, executors, administrators, and personal and legal representatives. Entrant acknowledges that, in entering into this Agreement, it in no way relied on any representation by Owner, other than those expressly set forth herein.

I HAVE CAREFULLY READ THE FOREGOING LIMITED RIGHT OF ENTRY, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. FURTHERMORE, I AM AWARE THAT BY SIGNING BELOW, I AM FREELY AND VOLUNTARILY RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Entrant’s Signature

Printed Name

Date