

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

The undersigned (the “**Customer**”) has requested *EnWin* Utilities Ltd. (“**EnWin**”) to install one or more power line covers (the “**Power Line Covers**”) in respect of the power lines servicing the property municipally known as _____ (the “**Property**”).

In consideration of the installation of the Power Line Covers the Customer agrees to the following terms and conditions:

1. The Customer agrees not to move, remove, tamper with, disable or damage the Power Line Covers. Any failure to comply with these obligations will be at the Customer’s sole risk for any damage that may result, including damage to property or injury to any person.
2. EnWin makes no representation, warranty, endorsement or recommendation of any kind with regard to the Power Line Covers. Without limiting the generality of the foregoing, EnWin makes no representation or warranty, express, implied, statutory or otherwise, including any representation or warranty as to merchantability, design, capabilities, suitability, durability or fitness for use or for a particular purpose, with regard to the Power Line Covers or any part thereof or the installation thereof or otherwise.
3. Neither EnWin, nor its successors, assignors, affiliates, employees, agents, officers, directors, service providers and such affiliates, respective officers, directors or employees or any of their heirs, successors or assigns (collectively, the “**Operators**”) will be liable for any loss, damage or injury to persons or property, including without limitation any economic loss, loss of good will, loss of profit or any direct, indirect, special or consequential damages, and any costs or losses, expenses, fees, liabilities, allegations, causes of action, suits, proceedings, debts, penalties and demands arising therefrom or connected therewith of any nature or kind whatsoever arising from or related to the installation of the Power Line Covers or any matter related to this agreement, including, without limitation, any acts or omissions of any Operator and the Customer hereby releases the Operators of, from and against any and all of the foregoing.
4. The Customer agrees to indemnify the Operators if any third party, including without limitation, the Customer’s contractors, service providers, employees, customers, family members, occupants, guests, successors, assigns, affiliates, agents, officers, directors, heirs, successors, or others for whom the Customer is legally liable (collectively the “**Customer’s Representatives**”), seeks damages against any of the Operators for any reason that is connected with the Power Line Covers or this agreement.
5. The maximum liability of the Operators for any matter, claim or damage in connection with the Power Line Covers or this agreement is limited to \$150.00.
6. Without limiting the generality of Section 2, the Customer on behalf of himself, herself or itself, and on behalf of the Customer Representatives, acknowledges that: (i) the risk of working near power lines has been independently assessed by the Customer and the Customer Representatives as required; (ii) the Power Line Covers do not provide a guarantee of protection against electrical contact; (iii) any work around the power lines should be conducted as if the Power Line Covers were not installed; (iv) in connection with any work around the power lines, it must cause the Power Line Covers to be inspected on at least a daily basis to ensure that they have not been moved, removed, tampered with, disabled or damaged; (v) if the Power Line Covers have been moved, removed, tampered with, disabled or damaged to immediately notify EnWin’s technical services at (519) 251-7303; and (vi) it is the Customer’s responsibility to ensure that all Customer Representatives are informed of the requirements of this agreement.
7. To pay forthwith any service fees charged by EnWin in connection with the installation of the Power Line Covers and any related or subsequent servicing work.
8. This agreement shall be interpreted under Ontario law.

DATED THIS ___ DAY OF _____, _____.

Corporate Customer:

Full Legal Name of Customer:

By: _____

Name:

Title:

By: _____

Name:

Title:

I/we have authority to bind the Corporation.

Individual Customer:

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

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Full Legal Name of Customer:
