

## WAIVER AND RELEASE OF LIABILITY

In consideration for permission to enter upon the premises of the Department of Public Utilities (doing business as, Citizens Energy Group, Citizens Thermal, and Citizens Water), and/or the premises of Citizens Resources, Inc., and CWA Authority, Inc. (collectively, "Citizens") for the purpose of taking educational tours of water, wastewater, natural gas, steam, and/or chilled water facilities (collectively, the "Educational Tours"), I acknowledge and agree to each of the following:

**1. Voluntary Choice**

I understand that the Educational Tours are being provided at no cost or other financial obligation to me. I understand that Citizens is making the Educational Tours available to me solely as a courtesy. I have voluntarily chosen to participate in the Educational Tours.

**2. Assumption of Risks**

I understand that participation in the Educational Tours may involve some risk, including, but not limited to, physical exertion (including stair climbing), tight spaces, loud noise, odors, and unusual heat that I may not be accustomed to experiencing. I assume all risks connected with my participation in the Educational Tours. By signing this Release, I represent that I am medically, physically, and psychologically ready and able to participate in the Educational Tours. Before I participate in the Educational Tours, I acknowledge that I have been advised, by this Release, that I may wish to consult my personal physician to determine whether I should participate in the Educational Tours. I accept personal responsibility for any liability, injury, loss or damage in any way connected with my participation in the Educational Tours.

**3. Permission to Take My Photograph**

I understand that Citizens is obligated by law and/or regulation to obtain photographs of visitors to certain of its facilities; therefore, I grant Citizens permission to take and retain my photograph solely for purposes of complying with any such law and/or regulation.

**4. Prohibition Against Photographs and Audio and Video Recordings**

I understand that I will not be allowed to take any photographs or make any audio or video recordings while on the Educational Tours *unless* I have obtained written permission from Citizens prior to arriving for the Educational Tours and I present the written permission prior to the start of the Educational Tours.

**5. Waiver and Release**

I FULLY RELEASE AND DISCHARGE CITIZENS, ITS AFFILIATES, AND CONTRACTORS, AND THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSURERS, SUCCESSORS, AND ASSIGNS, BOTH INDIVIDUALLY AND IN THEIR REPRESENTATIVE CAPACITIES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS FOR ANY LIABILITY, INJURY, LOSS, COST, OR DAMAGE BASED UPON, ARISING OUT OF, OR IN ANY MANNER CONNECTED WITH MY PARTICIPATION IN THE EDUCATIONAL TOURS, WHETHER OR NOT CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OR OTHER ACTS OR OMISSIONS OF ANY OF THE RELEASED PARTIES. THIS WAIVER AND RELEASE SHALL BIND NOT ONLY ME BUT ALSO MY RELATIVES, PERSONAL REPRESENTATIVES, HEIRS, BENEFICIARIES, NEXT OF KIN, ASSIGNS, SUBROGEEES, AND ANYONE ELSE WHO MIGHT PURSUE ANY LEGAL ACTION OR CLAIM FOR ANY SUCH LIABILITY, INJURY, LOSS, COST, OR DAMAGE. I INTEND THAT THIS WAIVER AND RELEASE SHALL BE EFFECTIVE IMMEDIATELY.

***I HAVE READ THIS RELEASE AND UNDERSTAND THAT I HAVE ACKNOWLEDGED FACTS AND GIVEN UP RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE VOLUNTARILY.***

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(Signature-legal guardian, if under 18)

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Date

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(Print Name-legal guardian, if under 18)

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Child's name (if under 18)