

## **ACCESS AND RELEASE OF LIABILITY AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY, WAIVER OF CERTAIN CLAIMS AND ASSUMPTION OF RISK AGREEMENT (“AGREEMENT”).**

In consideration of being granted a revocable license to access and tour Riverside Generating Plant located at 3100 Marshall St. NE, Mpls., MN 55418 (“Facility”), the undersigned, for him/her self or for his/her participating minor child, and any personal representative, heirs, and the next of kin (collectively “Participant”), hereby agrees and covenants with Northern States Power Company d/b/a Xcel Energy, a Minnesota corporation (“NSP”) as follows:

NSP will grant Participant access to the Facility subject to the terms and conditions contained in this Agreement.

NSP will allow Participant to participate in a tour of the Facility on September 22nd, 2022 (“Effective Date”). At all times during the tour, Participant agrees to be accompanied by a NSP representative and to abide by all NSP rules and regulations, safety instructions and recommendations, whether oral or written, and instructions of NSP or its representative or if posted at the Facility. NSP or its representative shall have the right to terminate the tour and remove the Participant from the Facility at any time if, in the sole judgment of NSP or its representative, it is necessary or appropriate to do so.

**PARTICIPANT HEREBY AGREES TO WAIVE, RELEASE AND HOLD HARMLESS, NSP AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS, FROM ANY AND ALL LIABILITY WITH REGARDS TO CLAIMS WHETHER IN CONTRACT OR OF PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, DAMAGES, LOSSES AND/OR DEATH THAT MAY ARISE FROM PARTICIPANT’S PRESENCE AT THE FACILITY. PARTICIPANT HEREBY ASSUMES, TO THE GREATEST EXTENT ALLOWABLE UNDER LAW, ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER CONDUCT OF PARTICIPANT OR THE ORDINARY NEGLIGENCE OF NSP OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS.**

Participant hereby acknowledges, and fully understands and recognizes that there are certain risks, dangers and perils connected with such access, which Participant nevertheless accepts, assumes and undertakes.

I hereby certify that I am a competent adult assuming liability for such risks of my own free will, being under no compulsion or duress. Participant voluntarily makes and grants this Agreement in favor of NSP, in return for the opportunity to tour the Facility and waives the right to bargain for different waiver of liability terms. Participant agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

THIS ACCESS AND RELEASE OF LIABILITY AGREEMENT is hereby executed on the date listed below.

\_\_\_\_\_  
**Participant's Signature**  
(Parent or guardian if on behalf of minor)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Age 21 or Over (Yes/No)**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Phone**

Please print the names of your children or charges if signing on behalf of minor:

_____	_____
_____	_____
_____	_____