



LIABILITY WAIVER AND ASSUMPTION OF RISK AGREEMENT

Solar Construction Site Visit

This Liability Waiver and Assumption of Risk Agreement ("Agreement") is entered into by and between _____ ("Visitor") and DCE Solar & DCE Services, Inc. ("DCE") in connection with Visitor's voluntary visit to an active solar construction site (the "Site"). DCE includes its affiliates, officers, directors, employees, agents, and subcontractors. The Site includes access roads, staging, laydown, parking, adjacent areas, and any temporary facilities.

1. Acknowledgment of Active Construction Site

Visitor understands and acknowledges that the Site is an active construction project. Construction activities may include, but are not limited to, heavy equipment operation, excavation, electrical installation, mechanical assembly, material handling, elevated work, uneven terrain, weather-related conditions, and other potentially hazardous activities. Visitor further understands that these conditions may change without notice.

2. Assumption of Risk

Visitor knowingly and voluntarily assumes all risks associated with entering and being present at the Site, including the risk of bodily injury, property damage, illness, or death arising out of or related to construction activities, site conditions, equipment operation, or the acts or omissions of DCE personnel, contractors, or other third parties, except to the extent caused by the gross negligence or willful misconduct of DCE.

3. Compliance with Safety Requirements

Visitor acknowledges DCE is not providing safety training to Visitor and is not guaranteeing the Site is safe for visitors; DCE's rules and escorts are risk mitigation only.

Visitor agrees to:

- Wear required personal protective equipment (PPE), including at minimum a hard hat, high-visibility vest, safety glasses, and appropriate closed-toe work boots;
- Follow all safety instructions and site rules provided by DCE representatives;
- Remain with escort at all times;
- Immediately report any unsafe conditions or incidents; and
- Take NO photos or videos without explicit permission from DCE.

Visitor represents they are physically able to visit an active construction site and will disclose any conditions that could be aggravated; DCE can deny entry. Failure to comply with safety requirements may result in immediate removal from the Site. DCE may deny entry or remove Visitor at any time for safety or operational reasons.



4. Release and Waiver of Claims

To the fullest extent permitted by law, Visitor hereby releases, waives, and discharges DCE, its parent companies, subsidiaries, affiliates, officers, directors, employees, agents, contractors, and representatives from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind arising out of or related to Visitor's presence at the Site, except to the extent resulting from the gross negligence or willful misconduct of DCE.

5. Indemnification

Visitor agrees to indemnify and hold harmless the DCE from any claims, third-party claims, damages, or liabilities arising out of Visitor's actions, omissions, or failure to comply with site rules during the visit.

6. Medical Treatment

Visitor authorizes DCE to seek emergency medical treatment on Visitor's behalf if necessary. Visitor acknowledges that any associated costs shall be the responsibility of the Visitor.

7. No Employment or Agency Relationship

Visitor acknowledges that this visit does not create any employment, agency, partnership, or joint venture relationship between Visitor and DCE.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. To the fullest extent permitted by applicable law, Visitor and DCE knowingly, voluntarily, and irrevocably waive any right to a trial by jury in any action or proceeding arising out of or relating to this Agreement or Visitor's presence at the Site.

By signing below, Visitor acknowledges that they have read this Agreement, understand its terms, and voluntarily agree to be bound by it.

Visitor Name (Printed): _____

Visitor Signature: _____

DCE: _____

DCE Representative Signature: _____

Date: _____