



Paces West

ELECTRIC CAR ELECTRIC CAR CHARGING STATION

UNCONDITIONAL WAIVER AND RELEASE

The undersigned has requested the right to utilize the Electric Car Electric Car Charging Station owned by Paces West TT, LLC, a Delaware limited liability company (“Owner”), c/o CPPM Paces LLC, located at 2727 Paces Ferry Road, Atlanta, GA 30339 and more commonly know as Paces West (the “Building”) for the purpose of the Electric Car Charging Station (the “Electric Car Charging Station”). As a condition of being granted the non-exclusive right of access to and use of the Electric Car Charging Station and in consideration of such access and use, the undersigned agrees to release, indemnify and hold harmless the Electric Car Charging Station, its owners (including Owner’s affiliates) and property manager, and their respective officers, directors, managers, servants, staff, employees and/or agents (the “Released Parties”) from any and all liability for any claims, demands, actions or causes of action, including those for property damage, whatsoever arising out of the undersigned’s right of access to and use of the Charging Center.

The undersigned recognizes that his/her use of the Electric Car Charging Station involves the risk of physical damage to his/her vehicle, which may be caused by the negligence, in whole or part, of the Released Parties. The undersigned hereby expressly and unconditionally WAIVES, RELEASES and DISCHARGES forever any claim he/she otherwise would have against the Released Parties for physical damage ARISING OUT OF OR CAUSED BY THE NEGLIGENCE, IN WHOLE OR PART, of the Released Parties. The undersigned agrees to assume all risk of damage in its entirety regardless of the cause, INCLUDING ANY DAMAGE RESULTING FROM THE NEGLIGENCE, IN WHOLE OR PART, of the Released Parties.

The undersigned understands that he/she is waiving a legal right and, in so doing, agrees that the Released Parties shall not be liable or responsible for ANY DAMAGE to him/her, or to his/her property, CAUSED BY THE NEGLIGENCE, IN WHOLE OR PART, of the Released Parties. It also is agreed that the Released Parties shall not be liable or responsible to the undersigned for personal items or articles damaged while utilizing the Electric Car Charging Station.

The undersigned acknowledges and affirms:

- (1) He/she has carefully read the foregoing UNCONDITIONAL WAIVER AND RELEASE and received a satisfactory explanation of any portion he/she did not understand;
- (2) He/she has the obligation to obtain instruction in the proper operation of the equipment and facilities prior to use of same;
- (3) He/She understands that the use of the car charging station is for the purpose of charging a vehicle equipped with the appropriate connection to the charging station and for no other purpose.

Signature: _____

Company: _____

Print Name: _____

Telephone: _____

Email: _____

Date: _____