

WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

LED LIGHTING UPGRADES

School District ("**District**"): Madison County Schools representing the following school(s) (each a "School" and collectively, the "Schools") at this address(es):

1. Mars Hill Elem. 200 School House Rd, Mars Hill, NC, 28754

2. Hot Springs Elem. 63 N. Serpentine Ave, Hot Springs, NC, 28743

District Contact Name:

Andy Gregg

District Address:

5738 US 25/70 Hwy
Marshall, NC, 28753

Lighting Contractor Name ("**Contractor**"):

Contractor Address:

WHEREAS, In connection with the American Rescue Plan Act-funded ("**ARPA**") LED Lighting Upgrades for Rural Schools program (the "**Program**"), Contractor is willing to provide certain lighting replacement services, which include the installation of new lighting products (the "**Services**") to the District for the above listed Schools; and

WHEREAS, each of District and Contractor acknowledge and agree that ~~NC~~ GreenPower Corporation ("**NC GreenPower**") is a Program administrator and as such shall not have any responsibility or liability related to the performance of such Services or any lighting products installed in connection with such Services;

NOW, THEREFORE, in furtherance of the Program, and in consideration and the mutual promises and obligations herein provided and other good and valuable consideration, the

undersigned parties do mutually agree as follows:

1. WAIVER AND RELEASE OF LIABILITY: BY EXECUTING THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT (THE "**AGREEMENT**"), EACH OF DISTRICT AND CONTRACTOR, ARE AGREEING TO RELEASE NC GREENPOWER AND ITS EMPLOYEES, OFFICER AND DIRECTORS, FROM ANY LIABILITY, COST, EXPENSE, DAMAGES OR CLAIMS ARISING FROM THE PERFORMANCE OF ANY LIGHTING SERVICES PROVIDED BY CONTRACTOR TO THE SCHOOLS AND ANY LIGHTING PRODUCTS INSTALLED IN CONNECTION WITH SUCH SERVICES.

2. Each of District and Contractor does hereby release, remise, acquit, and forever discharge NC GreenPower and its officers, directors, members, managers, employees and agents (collectively, the "**NC GreenPower Parties**") of and from any, every, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, punitive damages, treble damages, judgments and any and all claims of any nature whatsoever, whether herein referred to or not, whether based upon alleged tort, statute, alleged contract, vicarious liability, or any other legal or equitable theory of recovery whatsoever against the NC GreenPower Parties, which arise from or are related to the Services or any lighting products installed in connection with the Services.

3. District hereby acknowledges and agrees that NC GreenPower is released from any liability related to or arising from Contractor's providing Services for any lighting that is located at the above Schools. District fully understands that the Services and any lighting products installed in connection with the Services may result in property damage (including electrical outages), personal injury or injury to others and that the Services and any lighting products installed in connection with the Services may void any express or implied warranty provided by the original equipment manufacturer of the LED lights. District hereby release from all liability and forever discharges the NC GreenPower Parties from all liability claims, demands, losses, expenses, costs, judgments or demands caused, or alleged to be caused, or in any way connected to the Services and any lighting products installed in connection with the Services.

4. District hereby agrees that in all events, the maximum aggregate liability of NC GreenPower to District for all causes of action, whether in tort or in contract, related to the Services and any lighting products installed in connection with the Services shall not exceed \$100. District acknowledges and agrees that these limitations are fair and that NC GreenPower would not agree to act as a Program administrator but for this limitation on NC GreenPower's liability.

5. Each of District and Contractor further agree to severally and jointly indemnify, defend and hold harmless NC GreenPower from all damages, losses, claims, costs and expenses incurred by it and the NC GreenPower Parties in connection with the Services and any lighting products installed in connection with the Services.

6. Each party hereto warrants and represents that: (i) this Agreement has been made after a full, frank, and fair examination of the facts pertaining to all transactions, agreements and understandings between the parties; and (ii) the terms of the Agreement are fully understood and voluntarily accepted by it.

7. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, administrators, successors, and assigns of the parties hereto, and including with respect to NC GreenPower and the NC GreenPower Parties. The parties hereto agree that the NC GreenPower Parties are intended third party beneficiaries of this Agreement.

8. At all times in the future, the parties will cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or advisable to give full force and effect to the terms and intent of this Agreement.

9. This Agreement shall be deemed accepted in and governed by the laws of the State of North Carolina and the United States of America, without regard to conflicts of laws principles. Each party hereby consents to the personal jurisdiction and venue of the courts of the State of North Carolina, United States of America. Any legal or equitable claim of any nature that arises hereunder shall be filed and maintained exclusively in the state or federal courts in the State of North Carolina.

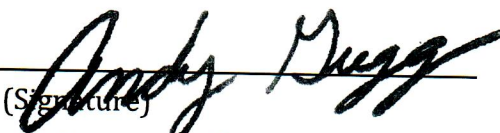
10. Each of the parties represents and warrants, as to itself that: (a) the individual signing on behalf of it is authorized to do so; (b) it has not assigned, encumbered, or in any manner transferred all or any portion of the claims covered by Agreement; (c) no other person or entity has any right, title, or interest in any possible claims covered by this Agreement; and (d) this Agreement is made in good faith and for valuable consideration and has not been made under or induced by any fraud, duress, or undue influence.

[THIS SECTION INTENTIONALLY LEFT BLANK.]

Each person executing this Agreement acknowledges that it has the power and authority to do so, and that all requisite corporate action has been taken to approve this Agreement. Each party shall bear all its own costs, expenses, and attorneys' fees arising out of or in connection with this Agreement. This Agreement is not to be construed against any party but shall be construed equally as to each party hereto. By signing below, each party hereto acknowledges that it has read and fully understands the terms of this waiver and release, and with respect to District and Contractor, each of District and Contractor has given up substantial rights by signing it freely and without any compulsion, and that each of District and Contractor intend NC GreenPower to be completely and unconditionally released of all liability in regard to the requested Services and any lighting products installed in connection with the Services.

DISTRICT:

CONTRACTOR:

By: 
(Signature)

By: _____
(Signature)

Name: Andy Gregg

Name: _____

Title: Maintenance Director

Title: _____

NC GREENPOWER CORPORATION

By: _____
(Signature)

Name: _____

Title: _____