



RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 20_____

by _____ (the "Undersigned") the true and lawful guardian of
[Print full name]

_____ (the "Dependant" to the extent applicable) in favor of TerraForm Power
[Print full name or n/a]

TerraForm Power, LLC and its affiliates and subsidiaries and its and their directors, officers, agents, employees, representatives, attorneys, successors and assigns, (collectively known as "TerraForm Power"). In the Release, the Undersigned, the Dependant, if applicable, and TerraForm Power may be referred to collectively as "the Parties."

The Undersigned or the Dependant desire(s) [Mark only the appropriate box] access to one or more renewable energy projects located in the State of Hawai'i and developed, owned and/or operated by TerraForm Power (the "Project").

THE UNDERSIGNED, AND THE DEPENDANT, AS APPLICABLE, UNDERSTAND(S) THAT THE PROJECT LOCATION IS RUGGED AND MAY HAVE DANGEROUS TERRAIN AND CONDITIONS, INCLUDING THE PRESENCE OF HAZARDOUS MATERIALS, THAT THE SOLAR PANELS/EQUIPMENT, WIND TURBINES AND/OR ELECTRICAL INFRASTRUCTURE OPERATING OR BEING CONSTRUCTED ON THE PROJECT MAY POSE SIGNIFICANT RISKS, AND THAT TIMELY MEDICAL ATTENTION MAY NOT BE AVAILABLE, ALL OF WHICH MAY INVOLVE HAZARDS TO THE UNDERSIGNED, OR THE DEPENDANT, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR OTHER LOSS.

For the grant of access to the Project benefitting the Undersigned or the Dependant, as applicable, the Undersigned hereby freely, voluntarily, and without duress executes this Release under the terms below:

1. Release and Waiver

The Undersigned, on his/her own behalf and/or on behalf of the Dependant, if applicable, hereby releases, forever discharges, and agrees to defend, indemnify and hold harmless TerraForm Power from and against any and all loss, damage, expense, liability, claim, injury, settlement, judgment, award, fine, penalty, charge or demand of any nature (hereinafter collectively referred to as "Claim"), either in law or in equity, which arises or may hereafter arise from Undersigned's or the Dependant's, to the extent applicable, activity on or around the Project, including any Claim which arises or may hereafter arise from the Undersigned's or the Dependant's, to the extent applicable, ingress and egress in and to the Project, whether by roadway, helicopter or otherwise, except, however, not to the extent that the same be caused by or result from the gross negligence of willful misconduct of TerraForm Power.

2. Medical Treatment

The Undersigned, on his/her own behalf and on behalf of the Dependant, if applicable, hereby releases and forever discharges TerraForm Power from any Claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Undersigned's or the Dependant's, to the extent applicable, activities on or around the Project, including any Claim that arises from the Undersigned's or the Dependant's, to the extent applicable ingress or egress in and to the Project, whether by roadway, helicopter or otherwise, whether the same be caused by or result from any matter, thing or condition, negligence or fault of TerraForm Power.

3. Assumption of Risk

The Undersigned, on his/her own behalf and on behalf of the Dependant, if applicable, hereby expressly and specifically assumes any and all risk of any and all activities undertaken in, on or around the Project, including any means by which the Undersigned enters or exits the Project, and releases TerraForm Power from all Claims relating to or arising out of any bodily injury, personal injury, illness, death, or property damage or other loss resulting from any such activity.

4. Insurance

The Undersigned understands that TerraForm Power does not carry or maintain health, medical, or disability insurance coverage for the Undersigned or the Dependant. The Undersigned is expected and encouraged to obtain his or her own, or the Dependant's, to the extent applicable, medical or health insurance coverage. Further, TerraForm Power does not provide workers compensation or malpractice insurance or any other employee benefits of any kind whatsoever to the Undersigned or the Dependant.

5. Photographic Release

Undersigned, on his/her own behalf and on behalf of the Dependant, if applicable, does hereby grant and convey unto TerraForm Power all right, title and interest in any and all photographic images and video or audio recordings made by TerraForm Power during the Undersigned's or the Dependant's, to the extent applicable, activities on or around the Project, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. No reproduction or other use of any such photographs or recordings may be made by the Undersigned or the Dependant, to the extent applicable without the prior express written consent of TerraForm Power.

