PLANT ENTRY
AND
RELEASE OF LIABILITY AGREEMENT

In consideration for being permitted to enter upon the property owned by Appalachian Power Company, d/b/a American Electric Power known as Smith Mountain Plant, (the “Property”) on the 30 day of October, 2019, the person signing below for himself, herself, or the parent/guardian for the individual requesting access to the property, agrees as follows:

1. The undersigned agrees to indemnify, release, save harmless, and defend Appalachian Power Company, its affiliates and their directors, officers, employees and agents (collectively “AEP”), from and against any and all claims, actions, damages, liability and expenses for personal injury (including death) and/or property damage arising out of entry upon or use of the Property, except where caused by the sole negligence of AEP. Any defense conducted by AEP of any such claims, actions, damages, liability and expenses will be conducted by attorneys chosen by AEP and the undersigned will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorney’s fees and any judgment that may be entered therein.

2. The laws of the state where the Property is located shall govern the rights and obligations of the parties arising out of this Agreement. The person(s) signing below represent(s) that he or she has the authority to enter into this agreement on behalf of herself/himself or the minor(s) or individual(s) listed.

_________________________________________________
Print Name of Individual Requesting Access to Plant

_________________________________________________
Print Name of Parent or Guardian (if necessary)

_________________________________________________
Signature of Individual Requesting Access to Plant or Parent/Guardian

_________________________________________________
Date of Signature

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