



RELEASE, WAIVER AND INDEMNITY

All participants in the Hebron Project Industrial Tourism Program (the “Program”), must complete and sign this form before taking the Program’s tour. If participant is under age 19, a parent or guardian must also sign this form.

The undersigned, a participant, or guardian thereof, in the Program hereby agrees to release, discharge, defend, indemnify, hold harmless and protect ExxonMobil Canada Properties (“EMCP”), Nalcor Energy - Bull Arm Fabrication Inc. , Chevron Canada Resources, Suncor Energy Inc., Statoil Canada Ltd. and Nalcor Energy – Oil and Gas Inc. as well as their respective shareholders, affiliates, contractors and subcontractors and the officers, directors, employees, agents and representatives of any of them and their successors and assigns at law (individually or cumulatively referred to as the “Releasees”), from and against all claims (including Third Party claims), judgments, awards, remedies, debts, losses (including economic and indirect losses), damages (including punitive and consequential damages), costs (including legal costs), expenses and liabilities for any property damage, personal injury or death arising directly or indirectly from attendance upon the premises occupied by EMCP located at the Bull Arm Fabrication Facility, Newfoundland and Labrador (the “Site”) for the purposes of participating in the Program.

The liabilities assumed and the indemnities granted hereunder shall be valid and enforceable, regardless of negligence or fault of any party, including sole, joint or concurrent negligence, either active or passive, and liability based upon any theory of breach of contract, tort or strict liability, whether or not pre-existing, and breach of representation or warranty, either expressed or implied, or any other breach of duty (whether statutory or otherwise). This Release shall be effective as to any signatory and any implicated minor participant commencing on the date and at the time of such party’s execution of the document and shall apply to all attendances upon the Site which occur subsequent to the execution hereof.

The undersigned hereby acknowledges and agrees that unless permission has been specifically granted by EMCP, they and any implicated minor will not or shall not use a still-photographic camera, videography camera, mobile phone or other devices capable of taking photographs or videos at any time or for any purpose during the Program or while at the Site. The Undersigned agrees to allow EMCP the right to take and use photographs or videos it takes during the Program for any reason it so chooses whatsoever, including advertising and promoting the Hebron Project or the Program. The undersigned acknowledges and agrees that I will follow all instructions and directions of Site supervisors, including any representative of EMCP as well as its affiliates, contractors, subcontractors, employees, and agents.

In signing this Release, the undersigned hereby acknowledges and represents that I have fully informed myself of the content of the waiver and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the written statement, have been made. I further state that I am at least nineteen (19) years of age and fully competent to sign this agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in the Program, and that I will pay any medical or other costs that may be attendant as a result of an injury to me.

This agreement shall be governed and construed in accordance with the laws of Newfoundland and Labrador and the laws of Canada applicable therein and any dispute hereunder shall be submitted to the exclusive jurisdiction of the Newfoundland and Labrador courts.

Participant / Parent/Guardian - SIGNATURE

Date

Participant’s Name – PLEASE PRINT