

EV Experience Fleet

Exhibit B

TEST DRIVE WAIVER AND RELEASE

PLEASE READ THIS FORM CAREFULLY AND BE AWARE THAT IN CONSIDERATION FOR THE ELECTRIC CAR TEST DRIVE, YOU WILL BE EXPRESSLY ASSUMING THE RISK AND LEGAL LIABILITY AND WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, DAMAGES OR LOSS WHICH YOU MIGHT SUSTAIN OR CAUSE AS A RESULT OF SAID TEST DRIVE, INCLUDING BUT NOT LIMITED TO, VEHICLE OPERATIONS AND BOARDING AND EXITING THE VEHICLE.

I recognize and acknowledge that San Isabel Electric Association, Inc. and Tri-State Generation and Transmission Association, Inc. (“Tri-State”) are neither a common carrier nor in the business of providing transportation services to the public. I further recognize and acknowledge that there are certain risks of physical injury when operating a motor vehicle, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I may sustain as a result of participating in any and all activities connected with or associated with participating in the electric car test drive, including, but not limited to, injuries, damages and loss arising out of negligent operation or supervision of the vehicle.

I agree to defend, indemnify, and hold San Isabel Electric Association, Inc. and Tri-State and their officers, agents, members, subsidiaries, directors and employees (collectively, the “Parties”) harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses connected with the possession or use of the vehicle, including claims of or liabilities to third parties for bodily injury or damages of any kind arising from my use or operation of the vehicle, tickets, fines or assessments arising from my operation of the vehicle, or due to abandonment, conversion, concealment, or unauthorized sale of the vehicle or lien, impoundment or confiscation of the vehicle by any third party or governmental authority. I am responsible for all expenses incurred by San Isabel Electric Association, Inc. and Tri-State in regaining possession of the vehicle or in enforcing any term or condition of this Agreement, including attorney’s fees and costs

I have a current, valid driver’s license and carry automobile insurance for which I can provide proof of insurance at levels which meet or exceed state-mandated coverage amounts. I agree my insurance policy is primary coverage and any insurance coverage provided by San Isabel Electric Association, Inc. and Tri-State on the vehicle is secondary coverage. I agree to be responsible for all damages and costs not paid or covered by insurance. I agree I am responsible for costs associated with loss or repair to the vehicle resulting from my use or possession. If my insurance policy contains comprehensive collision coverage, I acknowledge and agree that the coverage is primary and applies to the vehicle. I am responsible for any deductibles my insurance carrier might assess for a damage or loss claim, and for all damages not insured or otherwise covered by my insurance policy.

I further agree that this agreement shall be governed by the laws of the State of Colorado.

I have read and fully understand the above waiver and release of all claims

PLEASE PRINT

Participant’s Name

Participant’s signature

(21 Years or older)

Date_____