



COVID-19 SAFETY ACKNOWLEDGEMENT LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION: The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing.

EVFY takes these recommendations seriously. Our teams performing the EV charger installation or any service associated with the EV charger, will abide by the following:

- Will wear a mask at all times while on the customer's premises
- Will maintain social distancing as much as practical during the course of the installation or service
- Have not experienced any symptoms associated with Covid-19 within the past fourteen (14) days, which include fever, cough, and shortness of breath among others
- Have not traveled to any point in the past fourteen (14) days internationally or to a community in the US that has experienced or is experiencing sustained community spread of Covid-19
- Have not been exposed to a confirmed or suspected case of Covid-19
- Have not been diagnosed with a Covid-19 case in the last 14 days

During interactions with EVFY team members, "social distancing" must be practiced, and face coverings worn at all times to reduce the risks of exposure to Covid-19. Because Covid-19 is contagious and is spread mainly from person-to-person contact, EVFY has put in place preventative measures to reduce the spread of Covid-19 as outlined above. However, EVFY cannot guarantee that household occupants will not become infected with COVID-19.

In light of the ongoing spread of Covid-19, individuals who fall within any of the categories below should not engage in face-to-face interactions with EVFY team members. By agreeing to the EVFY charger installation or service, you certify that you do not fall into any of the following categories:

- Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with Covid-19, which include fever, cough, and shortness of breath among others
- Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
- Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment

LIABILITY WAIVER AND RELEASE OF CLAIMS:

Customer acknowledges that he/she will derive personal benefit by virtue of the installation or service of an EV charger, and they will willingly engage with EVFY to install or service the EV charger (the “Activity”).

RELEASE AND WAIVER. Customer hereby releases, waives and forever discharges any and all liability, claims, and demands of whatever kind or nature against EVFY and its affiliated partners, including in each case, without limitation, their directors, officers, employees, and agents (The “Released Parties”), either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault or conduct of any kind on the part of the released parties, including but not limited to death, bodily injury, illness, economic loss or out of pocket expense, or loss or damage to property, which the customer, his/her heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on my behalf, which arise or may hereafter arise from the customer’s participation with the activity.

ASSUMPTION OF THE RISK. Customers acknowledges and understands the following:

- Participation includes possible exposure to and illness from infectious diseases including but not limited to Covid-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist
- Customer knowingly and freely assumes all such risks related to illness and infectious diseases, such as Covid-19, even if arising from the negligence or fault of the Released Parties; and
- Customer hereby knowingly assumes the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties

By agreeing to day of installation by EVFY at the Customer's home, customer acknowledges the contagious nature of Covid-19 and will voluntarily assume the risk that household members may be exposed to or infected by Covid-19 during the course of the installation or service of an EV charger, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Customer understands that the risk of becoming exposed to or infected by Covid-19 during the installation/service of the EV charger may result from the actions, omissions, or negligence of you, the customer, and others, including, but not limited to EVFY team members. You the customer, will voluntarily agree to assume all of the foregoing risks and accept sole responsibility for injury to oneself, or other household occupants.

In a separate document, upon installation, EVFY will require written signature for agreement of the Covid-19 acknowledgements above.