



FACILITY TOUR CONFIDENTIALITY AND RELEASE OF LIABILITY AGREEMENT

In consideration of being permitted to participate in a tour of the Wind Technology Testing Center (the “WTTC”), by signing this Facility Tour Confidentiality and Release of Liability Agreement (this “Agreement”), the undersigned (the “Visitor”) agrees to the following:

1. Confidentiality; Non-Disclosure; Prohibition Against Photography and Audio/Visual Recording.
 - a. For purposes of this Agreement, “Confidential Information” shall include, without limitation, all confidential or proprietary technology, equipment, fixtures, systems, designs, construction materials, configurations, information, documents, materials, whether in physical or in printed or in machine readable form, or otherwise as designated by MassCEC or original equipment manufacturers in the wind industry and structural testing industry (the “OEMs”) as confidential, trademarked, patented, copyrighted, or otherwise, and developed, owned, licensed, or under the control of MassCEC and its customers or clients (including the OEMs), its independent contractors, consultants, and/or agents, including but not limited to any and all information relating to the design, construction, mode of operation, composition or other properties or features of wind turbine blades being tested or stored at the WTTC or blade testing equipment at the WTTC, business systems, plans, procedures, reports, agreements, marketing materials, business tools, methods, plans, educational materials, financial, graphs, charts, or documents related thereto, and all technical and/or business information describing or relating to the development and/or operational activities of MassCEC that MassCEC holds in confidence or has received from the OEMs or other third parties under an obligation to maintain as confidential.
 - b. Visitor shall safeguard, hold in strictest confidence, and not divulge, copy, release, sell, loan, or otherwise reveal to any third party any Confidential Information that Visitor may observe or otherwise come into possession of during the Tour. Further, Visitor shall not remove any document, equipment, or other material from the WTTC without MassCEC’s prior written consent.
 - c. Visitor shall not photograph, videotape, audio record, or otherwise make any record of or preserve any aspect of the WTTC or any wind turbine blades being tested or stored at the WTTC, including, without limitation, any Confidential Information, to which Visitor has access to during the Tour without MassCEC’s prior written consent.
2. Assumption of Risk; Safety Policy.
 - a. Visitor acknowledges that Visitor shall be permitted to participate in the Tour based, in material part, on this Agreement and Visitor’s consent to the provisions hereof. Visitor assumes all risks connected with Visitor’s participation in the Tour, and accepts personal



responsibility for any liability, injury, loss, or damage to any person or property related to, caused by, or in any way connected with Visitor's participation in the Tour including, but not limited to, any act or omission by Visitor during Visitor's participation in the Tour.

- b. Visitor shall fully observe and regard all instruction and training provided by an employee or representative of MassCEC at all times during the Tour with respect to navigating the WTTC. Further, Visitor shall abide by any and all safety regulations communicated to Visitor during the Tour, as well as the provisions of Visitors Safety Policy attached hereto as Exhibit 1 and incorporated herein for all purposes. Further, if a Visitor is a customer representative or vendor of one of MassCEC's customers, such Visitor shall also comply with the Customer Representative Safety Policy attached hereto as Exhibit 2 and incorporated herein for all purposes.
3. MassCEC Publicity. Visitor grants MassCEC the right to take, publish, reproduce, edit, exhibit, project, and/or display images or pictures of Visitor whether still, multiple, or moving, or in which Visitor may be included in whole or in part, in color or otherwise, through any form of media online or elsewhere, for advertising, marketing, publicity, archival, or any other lawful purpose. Visitor agrees to provide to MassCEC, at not cost to MassCEC, any additional further instrument, agreement, or consent MassCEC may deem necessary or appropriate to give effect to the rights and permission granted above.
4. Release, Waiver of Liability, and Agreement to Indemnify. FOR MYSELF, MY HEIRS, SUCCESSORS OR ASSIGNS, AND LEGAL REPRESENTATIVES, VISITOR HEREBY WAIVES, RELEASES, ABSOLVES, FOREVER AND FULLY DISCHARGES, AND AGREES TO INDEMNIFY AND HOLD HARMLESS MASSCEC, THE COMMONWEALTH OF MASSACHUSETTS (THE "COMMONWEALTH"), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "COVERED PERSONS"), FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), JUDGMENTS, AND AWARDS (COLLECTIVELY, "DAMAGES") SUSTAINED, INCURRED, SUFFERED, OR IMPOSED UPON ANY COVERED PERSON ARISING OUT OF, RESULTING FROM, OR RELATED TO VISITOR'S PARTICIPATION IN THE TOUR AND ANY FIRST AID, MEDICAL TREATMENT, TRANSPORTATION, OR MEDICAL CARE THAT MAY BE UNDERTAKEN BY MASSCEC OR ANY THIRD PARTY DURING OR CONNECTION WITH THE TOUR, INCLUDING, WITHOUT LIMITATION, DAMAGES IN CONNECTION WITH BODILY INJURY, PERMANENT DISABILITY, OR DEATH.
5. Consent to Medical Assistance or Treatment and Acceptance of Related Expenses. In case of injury or illness, Visitor hereby gives consent to have a doctor, nurse, other medical, health care, or medical emergency personnel provide Visitor with medical assistance or treatment. Visitor further hereby consents to emergency transportation and the administration by medical emergency personnel of any first aid and/or medical treatment. Visitor acknowledges and understands that MassCEC has not purchased and will not provide any medical, health, or accident insurance to cover such expenses and that any such insurance is Visitor's sole



responsibility. Visitor acknowledges that Visitor shall be responsible for payment of any such emergency transportation and treatment expenses and any related or subsequent medical bills.

6. Equitable Remedies. Visitor acknowledges that failure to perform any obligation or duty which Visitor agreed to perform pursuant to this Agreement may cause irreparable harm to MassCEC, which harm cannot be adequately compensated for by money damages. It is further acknowledged by Visitor that an order of specific performance or for injunctive relief against Visitor in the event of a breach of default under the terms of this Agreement would be equitable and would not work a hardship on the Visitor. Accordingly, in the event of a breach or default by the Visitor, MassCEC, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right to either compel specific performance by, or obtain injunctive relief against, Visitor with respect to any obligation or duty herein or breach hereof.
7. Public Records Law. As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC, including this Agreement, is a public record subject to disclosure. Visitor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure.
8. Severability. Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.
9. Entire Agreement. This Agreement contains the sole and entire Agreement between the Parties with respect to the subject matter hereof.
10. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth without giving effect to its conflict of laws principles.

By signing below, Visitor acknowledges that Visitor has fully read this Agreement and understands its terms, meaning, and legal impact, and that Visitor has given up substantial rights signing it.

Visitor Name and Organization: _____

Students - your name and signature go here.

Visitor Signature: _____

Date: 09-20-2023

NOTE: IF VISITOR IS BETWEEN THE AGES OF 14 AND 18, VISITOR MUST SIGN ABOVE. CHILDREN



UNDER THE AGE OF 14 ONLY NEED THE SIGNATURE OF THEIR PARENT/GUARDIAN BELOW.

IF VISITOR IS UNDER THE AGE OF 18, THE PARENT/GUARDIAN OF VISITOR MUST SIGN THE FOLLOWING:

I hereby certify (i) that I am the parent or guardian of Visitor whose signature appears above, and (ii) that I have fully read this Agreement understand its terms, meaning, and legal impact, and acknowledge that visitor has given up substantial rights signing it.

Visitor Name and Organization: _____

Parents - please sign for your under-18 student here.

Visitor Signature: _____

Date: 09-20-2023



Exhibit 1

VISITORS SAFETY POLICY

Welcome! MassCEC is committed to making your visit to the WTTC a safe and healthy one for you and others in the workplace. For this reason, we require that all visitors to the WTTC abide by the following safety rules while they're here.

General information:

All visitors are required to provide VALID photo ID to enter the site at security entrance. In the case of minors without valid photo ID, they must present valid school ID and be accompanied by an adult with a valid photo ID. All visitors must proceed to WTTC Building 80 in a vehicle and are not allowed to walk around in the port area.

- All visitors (including clients, federal and state government officials, independent contractors, and vendors) to the WTTC shall enter and leave at its main entrance, which is the glass vestibule on the North-East corner. **Note:** for special events, visitors may be required to enter through an alternate entrance to the WTTC as directed by WTTC personnel.
- All visitors (excluding temporary permission provided to WTTC customer representatives) are required to be escorted by WTTC personnel while on the lab floor area.
- All visitors are responsible for providing and wearing their own required personal protective equipment (e.g., hard hats, glasses, and gloves). MassCEC may provide complimentary equipment, but **MASSCEC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE QUALITY AND FITNESS OF SUCH EQUIPMENT.**

Rules of Conduct:

- Do not walk under or near any and all suspended loads.
- Do not walk in marked-off areas or under fatigue cycling blades.
- Please promptly alert WTTC personnel if you see anything unsafe or even uncomfortable.
- Follow all verbal instructions and signs.
- Do not talk to or distract workers operating machines, devices or equipment.
- Do not engage in any pranks, horseplay, contests, running, or rough and boisterous conduct.
- Do not enter any restricted areas.
- Report all injuries or problems immediately, no matter how minor.

Emergency Situations.

- Fire exits are marked throughout the building. In case of a fire please exit the building in a safe manner; all staff and visitors to congregate in the parking lot near the main entrance (glass vestibule) to make sure all people are accounted for.



Exhibit 2

CUSTOMER REPRESENTATIVE SAFETY POLICY

In addition to the requirements set forth throughout other provisions of the Agreement, customer representatives and vendors of MassCEC's customers at the WTTC shall abide by the following rules of conduct while visiting the WTTC:

- Hard Hats, safety glasses and gloves must be always worn as appropriate when working on the floor. In addition, anyone who may be working on a blade and/or with composite materials is responsible to assess whether such work requires that he or she wear a respirator or other type of dust protection or PPE.
- WTTC tools cannot be used without prior approval from WTTC personnel.
- All moving and lifting can only be done by certified WTTC personnel.
- WTTC has a boom lift and hoist basket lift. All personnel are required to use a harness to use and be in the lifts (fall prevention equipment). WTTC can provide and demonstrate the use of appropriate safety equipment, but Sections 2, 4, and 5 of the Agreement shall apply with the same force and effect to customer representatives and vendors of MassCEC's customers at the WTTC when using this equipment. Only approved WTTC personal can operate lifts. All visitors certified/qualified to run this equipment need MassCEC's permission prior to operating any of the equipment in the lab area at the WTTC.