



## Carbon Monoxide (CO) Alarm Waiver and Release

Each of the undersigned participant (the "**Participant**") and landlord (the "**Landlord**") has opted to receive a carbon monoxide alarm ("**CO Alarm**") from Enbridge Gas Inc. ("**Enbridge Gas**"), free of charge, as part of the Participant's participation in the Home Winterproofing Program (the "**Program**") offered by Enbridge Gas and delivered by its contracted delivery agent (the "**Delivery Agent**"). To receive CO Alarm, each of the Participant and Landlord must read each of the provisions herein and confirm acceptance of such provisions by printing and signing the Participant's and Landlord's respective names at the bottom of this Waiver and Release. If either the Participant or Landlord does not understand any of the statements, obligations or provisions contained herein, or if the Participant or Landlord is unwilling to provide a signature below to acknowledge the Participant's or Landlord's respective understanding and acceptance of such provisions, the Participant will not be eligible to receive a CO Alarm.

1. Each of the Participant and Landlord acknowledges and agrees that provision of a CO Alarm, including the manufacturer's installation and operation instructions, is being provided to the Participant free of charge in connection with the Participant's participation in the Program.
2. Each of the Participant and the Landlord acknowledges and agrees that the Participant alone is responsible, at all times, for installing, operating, testing, maintaining, and replacing the CO Alarm, for the entire life of the CO Alarm, and the Participant will, at all times, do so in accordance with the CO Alarm's manufacturer's instructions and specifications, including but not limited to, removing and discarding the CO Alarm when it has reached its expiration date.
3. Each of the Participant and the Landlord acknowledges and agrees that the CO Alarm, as with any other electronic equipment, may become less effective or cease to work with age and usage, and may be otherwise defective because of the manufacturer's process for making the CO Alarm.
4. **Each of the Participant and the Landlord acknowledges and agrees that none of Enbridge Gas, Enbridge Gas' affiliates, the Delivery Agent, nor any of their respective officers, directors, employees, agents, representatives, service providers, or contractors (collectively, "Representatives") are responsible for the installation, operation, use, testing, maintenance, repair or replacement of the CO Alarm. None of Enbridge Gas nor any of the Representatives make any representation, warranty or guarantee regarding the CO Alarm, and none of Enbridge Gas nor any of the Representatives shall be liable to the Participant or any other person for any claim, or any costs, expenses, losses and damages of any kind, including direct, indirect, special, or consequential damages, incurred by the Participant or any other person in connection with the Participant's receipt, installation, operation, use, testing, or maintenance (or lack thereof) of the CO Alarm, or any acts or omissions of any person in connection with such matters. Without limiting the foregoing, Enbridge Gas provides no guarantees or warranties, express or implied, as to the performance (or lack of performance), quality, or suitability of use of the CO Alarm for the Participant's particular purpose. The Participant and Landlord, both jointly and severally, bear the entire risk of liability, loss, damages, costs and expenses which the Participant or any other person may suffer, sustain or incur as a result of the Participant's receipt and use of the CO Alarm, or any other matter contemplated in this Waiver and Release.**
5. In consideration of the Participant's receipt of the CO Alarm, each of the Participant and Landlord shall (both jointly and severally): (i) indemnify and save harmless Enbridge Gas and each of the Representatives from and against any and all liability and all



**claims, losses, damages (including direct, indirect, special or consequential damages), expenses and proceedings for personal injury (including death) or property damage of any person relating to, in connection with, resulting from, or arising out of the Participant's receipt, installation, operation, and use of the CO Alarm, or any other matter contemplated herein; and (ii) release and forever discharge Enbridge Gas and all Representatives from any and all manner of action and inaction, cause or causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity arising out of, or which are in any way related to, the CO Alarm or any other matter contemplated herein.**