

ACKNOWLEDGEMENT AND LIABILITY WAIVER REGARDING THE SHARING OF CUSTOMER INFORMATION BY NORTH TAHOE PUBLIC UTILITY DISTRICT

The undersigned customer ("Customer") is currently a customer of North Tahoe Public Utility District (NTPUD). The purpose of this form is to allow NTPUD to share information about your services with your contractor/agent. Safeguarding your personal information is an integral part of NTPUD's mission. However, in order to provide better services, assistance, upgrades, and operation integrity, NTPUD is willing to share information with your contractor/agent.

Therefore, Customer hereby agrees that NTPUD may in its discretion share details of Customer's contracted services with the below identified contractor/agent. Customer further agrees that by sharing such details NTPUD shall not be held liable for any improper or incorrect use of the information and assumes no responsibility for any individual use of Customer's information. In no event shall NTPUD be held liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption), however caused and on any theory of liability, whether in contract, strict liability, tort (including negligence or otherwise), or any other theory arising in any way out of the use of Customer's individual or business name and identifying information, even if advised of the possibility of such damage.

Customer agrees to defend, indemnify, and hold harmless, NTPUD, its respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Customer's information, including any personal identifying information.

Customer agrees that it has the legal authority to execute this Acknowledgement and Waiver, which is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Property Address: _____

Customer Name: _____

Contractor/Agent Name: _____

Expiration Date: _____

Signature of Customer

Date

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