



Geothermal Power Plant Tour Waiver

I _____ (*Print Name*) (referred to herein as “I” or “me”) desire to participate in a tour of a geothermal power plant (the “Activity”) operated by Ormat Nevada Inc., a Delaware corporation (“Ormat”), located at _____ (*Address of power plant*) (the “Premises”). In consideration of being permitted by Ormat to enter the Premises and participate in the Activity and in recognition of Ormat’s reliance hereon, I agree to all of the terms and conditions set forth in this waiver (the “Waiver”).

1. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of personal injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I am also aware of the contagious nature of bacterial and viral diseases, including COVID-19 and other infectious diseases (collectively, the “Disease”) and the risk that I may be exposed to or contract the Disease by being on the Premises and engaging in the Activity, which may result in illness, personal injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Ormat employees or others, including negligent emergency response or rescue operations of Ormat. I understand that Ormat cannot guarantee that I will not be injured or become infected with the Disease while on the Premises or during my participation in the Activity and that being on the Premises and engaging in the Activity may increase my risk of being injured or contracting the Disease. NOTWITHSTANDING THE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF ORMAT OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against Ormat and its officers, directors, managers, employees, agents, affiliates, shareholders, members, successors, and assigns (collectively, the “Releasees”) on account of Disease, personal injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of Ormat or any Releasees or otherwise. I covenant not to make or bring any such claim against Ormat or any other Releasee, and forever release and discharge Ormat and all other Releasees from liability under such claims.

3. I confirm that I am: (a) in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) not experiencing symptoms of Disease and do not have a confirmed or suspected case of Disease. I will follow all instructions, recommendations, rules, and cautions of Ormat at all times. If at any time I believe conditions are unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of Disease, I will immediately discontinue further participation in the Activity. I agree to take complete responsibility for my behavior, well-being, and health during the tour, and full responsibility for my injury or the injury of others due to my participation in the Activity. I acknowledge that Ormat is relying on these statements to allow me to participate in the Activity.

4. I shall defend, indemnify, and hold harmless Ormat and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines,



costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, the costs of enforcing any right to indemnification under this Waiver, and the cost of pursuing any insurance providers, incurred by or awarded against Ormat or any other Releasees, arising out of or resulting from any claim of a third party related to my being on the Premises or participating in the Activity, including any claim related to my own negligence or the ordinary negligence of Ormat.

5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity or while I am on the Premises. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Ormat and all other Releasees from any claim based on such treatment or other medical services.

6. I hereby consent to photographs and/or video being taken during my participation in the Activity or while I am on the Premises, and acknowledge that Ormat shall have complete ownership, control, and exclusive rights of any such photographs and/or videos. I release my image and likeness from any such photograph or video and hereby release, forever discharge, and hold harmless Ormat and all other Releasees from any claim or liability relating to such photograph or video.

7. This Waiver constitutes the sole and entire agreement between Ormat and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver is binding on and shall inure to the benefit of Ormat and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Waiver shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Waiver may be brought only in the federal and state courts located in Washoe County, Nevada, and I hereby consent to the exclusive jurisdiction of such courts. I FURTHER WAIVE THE RIGHT TO A TRIAL BY JURY, AS APPLICABLE, WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS WAIVER.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ORMAT.

Signature: _____

Printed Name: _____

Address: _____

Date: _____