

# Medical Battery Support Registration

Once you sign up with us, we will process your application and the coordinator will be in touch to arrange delivery. If you have questions about this process, please email us at [medicalbattery@pgn.com](mailto:medicalbattery@pgn.com).

## Customer information

Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

## Current PGE service address

Street Address \_\_\_\_\_

Street Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postal / Zip Code \_\_\_\_\_

## Please select what delivery method will best meet your needs:

I would like the battery mailed to my home. I understand these batteries are heavy (about 50 lbs.!). If delivered to my doorstep, I, or someone in my home, am able to get the battery inside and set up.

I would like assistance to bring the battery inside and set it up. I understand that PGE will share my name, address and contact information with a third party to facilitate the delivery and installation of the battery.

## Questions about signing up?

Call PGE Customer Service at 503-228-6322 or email us at [medicalbattery@pgn.com](mailto:medicalbattery@pgn.com).

## Questions about the battery?

Call the manufacturer at 1-888-794-6250 Mon. - Fri. 9 a.m. - 5 p.m. MST or email [support@goalzero.com](mailto:support@goalzero.com).

## **PGE Portable Battery Support Waiver and Release of Liability Agreement**

Portland General Electric Company (“PGE”) is offering discounts on certain portable battery equipment and attachments thereto (collectively referred to herein as “Equipment”) as part of the Medical Battery Support offering as outlined in the Promotional Concession filed on May 19, 2023 (“RE 46 PGE 2023 Notice of Promotional Concession; Resilience for Electricity Dependent Individuals (REDI)”) (the “Program”), based on qualifications outlined by PGE. Determination of eligibility for the Program and any incentives rests solely with PGE. Not all applicants will qualify. Incentives available under the Program may be changed, modified, substituted, replaced, ceased, or terminated at any time at PGE’s sole discretion with or without notice to Participant.

In consideration for participating in the Program, the participant, or their heirs, assigns, and legal representatives (collectively “Participant”) agrees to the following terms and conditions (the “Agreement”):

- (1) The Equipment is being provided to mitigate the impact of a loss of power. Participant agrees to obtain any necessary permits or consents from third parties in order to use the Equipment. Participant understands that the Equipment is not meant for commercial use, and Participant agrees to operate the Equipment per manufacturer’s instructions and use the Equipment solely for residential use.
- (2) PGE may share the Participant’s name, address and contact information with manufacturer of the Equipment for the purposes of providing the Equipment to the Participant. PGE may share Participant’s name, address and contact information with a third party to assist with the delivery and installation of the Equipment.
- (3) Participant will review the specifications of the Equipment and will be aware of its limitations and uses before use. Participant understands and agrees that Participant is solely responsible for injuries of any type or damage to any person or property during Participant’s use of the Equipment. Participant recognizes and accepts the inherent dangers and risks in the transport, loading, unloading, and use of Equipment. Participant agrees that Participant’s use of the Equipment and participation in the Program is completely voluntary.
- (4) Participant acknowledges that PGE has no ability and no duty to supervise, instruct, or otherwise control Participant’s use or maintenance of the Equipment, or the use or maintenance of the Equipment, and does not represent or warrant in any way that the Equipment is appropriate for

Participant's intended use. PGE does not endorse any particular manufacturer, contractor, or product.

- (5) PGE does not guarantee the condition of the Equipment or any ancillary equipment or their operation, and is not responsible for any power outages or degradation of the power supply attributable in whole or in part to the battery, or for any injury or death, or any damage to the site, buildings, or other assets at the site, caused by the Equipment
- (6) Nothing in this Agreement alters or amends the terms of existing tariffs under which PGE provides electric service to Participant.
- (7) A power outage may extend beyond the power supply that the Equipment can provide. Participant understands and agrees that Participant still needs to have an emergency backup plan, even with the Equipment to protect against malfunctions. In the event of an emergency, Participant should immediately contact 911.
- (8) Participation in this Program does not impact service restoration time.
- (9) In the case of loss, theft, or damage to the Equipment, Participant agrees any repairs or replacement costs will be at Participant's own expense.
- (10) When the Equipment reaches the end of its useful life, Participant is responsible for the safe disposal of the Equipment.
- (11) PGE and its employees and agents make no representation, express or implied, regarding the design, sizing, installation, construction, reliability, functionality, efficiency, performance, operation, maintenance, or use of the Equipment. PGE PROVIDES NO WARRANTIES OF ANY KIND OR NATURE, REGARDING THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (12) PARTICIPANT DOES HEREBY RELEASE, WAIVE, AND DISCHARGE PGE, TOGETHER WITH ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL AFFILIATED PERSONS AND ENTITIES OF, FROM AND AGAINST ANY AND ALL, CAUSES OF ACTION, SUITS, PROCEEDINGS, DEBTS, DUES, CONTRACTS, JUDGMENTS, DAMAGES, CLAIMS AND DEMANDS WHATSOEVER IN LAW OR EQUITY, ARISING OUT THIS AGREEMENT OR THE USE OF THE EQUIPMENT, INCLUDING INJURY, DEATH, AND DAMAGES TO REAL PERSON OR PERSONAL PROPERTY. PARTICIPANT UNDERSTANDS THIS INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM OR CLAIMS ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF PGE. PARTICIPANT FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS PGE, TOGETHER WITH ITS EMPLOYEES, AGENTS,

REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL AFFILIATED PERSONS OR ENTITIES, FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, SUITS, PROCEEDINGS, DEBTS, DUES, CONTRACTS, JUDGMENTS, DAMAGES, CLAIMS, AND DEMANDS WHATSOEVER IN LAW OR EQUITY ARISING OUT OF THIS AGREEMENT OR THE USE OF THE EQUIPMENT, INCLUDING INJURY, DEATH, AND DAMAGES TO REAL OR PERSONAL PROPERTY. PARTICIPANT IS RESPONSIBLE FOR THEIR OWN WELFARE AND ACCEPTS ANY AND ALL RISK ASSOCIATED WITH THE ACTIVITIES PARTICIPANT UNDERTAKES WHILE IN POSSESSION OF THE EQUIPMENT.

(13) IN NO EVENT WILL THE PGE OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL AFFILIATED PERSONS OR ENTITIES OR ITS REPRESENTATIVES BE LIABLE, PURSUANT TO THIS AGREEMENT, TO PARTICIPANT OR ANY THIRD PARTY FOR ANY OTHER DAMAGES, WHETHER CHARACTERIZED AS GENERAL, SPECIAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHERWISE OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL CUMULATIVE LIABILITY OF THE, PGE OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND ALL AFFILIATED PERSONS OR ENTITIES TO ANY PARTY UNDER THIS AGREEMENT FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE HUNDRED DOLLARS (US\$100.00).

(14) This Agreement shall be exclusively governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of law rules thereof. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the state or federal courts of the State of Oregon. This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein.

Participant certifies that Participant has read and understands the terms of this Agreement, and Participant acknowledges that this Agreement will be relied upon by PGE, its employees, and agents.

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PGE Customer Signature