



9549 Hwy 5  
P.O. Box 6  
Columbus, ND 58727  
(701) 939-6671  
www.bdec.coop

### WAIVER AND LIMITATION OF LIABILITY

I, \_\_\_\_\_, (hereafter known as "Consumer") hereby  
(Print Name)  
request Burke-Divide Electric Cooperative, Inc. to do a secondary locate at  
\_\_\_\_\_.

The location of the secondary locate is specifically described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Burke-Divide Electric Cooperative, Inc. will only do the secondary locate of electric facilities in the area described above. Burke-Divide Electric Cooperative, Inc. does not provide the depth at which electrical facilities are located. I understand that I must use due care and caution in digging near electrical facilities.

I release Burke-Divide Electric Cooperative, Inc. and its representatives, agents, contractors, assigns, employees, and all other persons and entities, from any and all causes of action, claims for damage, and all damages, expenses, loss, costs, compensation, and all consequential damage on account of, or in any way growing out of, any and all known and unknown claims related to the secondary locate at the above location.

It is further understood and agreed that the consumer expressly waives all rights and benefits he may have under North Dakota Century Code 9-13-02, which provides as follows:

"9-13-02. **EXTENSION TO KNOWN CLAIMS** -- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."

The Consumer agrees that this Release does apply to any and all claims for acts or failures to act, by the persons released, and agrees that this Release is final and disposes of all claims even if not known or suspected to exist. The Consumer agrees to defend and indemnify the parties hereby released from any claims and/or lawsuits made by any person or entity against the releasees for damages or injuries to any third party. This agreement to defend and indemnify shall include, but is not limited to, any claims or demands made against the releasees by any party whatsoever, including any attorneys' fees incurred in the defense of any action against the parties hereby released.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consumer Signature