

Waiver and Release

In consideration of DTE Dearborn CEP, LLC ("DTEDC") permitting you to enter in or upon one or more of DTEDC's or its customer's premises or production facilities (the "DTEDC Premises"), the undersigned visitor (the "Visitor") hereby releases, waives, discharges and covenants not to sue DTEDC, its affiliates, its customer, agents, managers, directors, officers and employees, all of whom for the purpose of this release are referred to as "releasees," from all liability to the Visitor and the Visitor's personal representatives, assigns, heirs and next of kin, for any and all loss or damage on account of injury to the person or property of the Visitor, whether caused by the negligence of the releasees or otherwise, while the Visitor is in or upon the DTEDC Premises.

The Visitor agrees to indemnify and hold the releasees harmless from any loss, liability, damage or cost they may incur due to the presence of the Visitor in or upon the DTEDC Premises and whether caused by the negligence of the releasees or otherwise.

The Visitor agrees to maintain the confidentiality of the Confidential Information (as defined below) and shall not, without the prior written consent of DTEDC, disclose any such Confidential Information, in whole or in part, to any third party or use any such Confidential Information in any manner. For purposes of this agreement, "Confidential Information" means written, visual or oral information concerning DTEDC, DTEDC's customer, the DTEDC Premises and DTEDC's and its customer equipment, assets or operations, including, without limitation, information delivered by or on behalf of DTEDC or any of its affiliates or the DTEDC Premises that is proprietary in nature to DTEDC, its customer or that was clearly marked or labeled or otherwise adequately identified when received as being confidential information of DTEDC, its customer or its affiliates, provided that such term does not include information that (1) was publicly known or otherwise known prior to the time of such disclosure, (2) subsequently becomes publicly known through no act or omission by the Visitor or any person acting on the Visitor's behalf or (3) otherwise becomes known other than through disclosure by DTEDC or any of its affiliates.

The Visitor further agrees that the foregoing release, waiver, indemnity and confidentiality agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Visitor further acknowledges and agrees (1) to comply with DTEDC's and its customer's safety and security guidelines while the Visitor is in or upon the DTEDC Premises and (2) that DTEDC has not warranted the condition of the DTEDC Premises and is making no representation regarding the condition or safety of the DTEDC Premises.

The Visitor assumes full responsibility for and risk of injury or damages while in or upon the DTEDC Premises.

Printed Name**
Visitor

Signature

Date