



CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION PARTICIPANT RELEASE FROM CRR TRAINING CLASS (“Release”)

The California Independent System Operator Corporation (“ISO”) is preparing for the Congestion Revenue Rights (“CRR”) Processes (defined below). The ISO has required and held a training class for participants in the CRR Processes to ensure understanding of Market rules and the computer software used to conduct the CRR Processes (collectively, the CRR Allocation, Auction and Secondary Registration System). In connection with the CRR Processes, the ISO has agreed to permit participants to elect not to attend the training class subject to certain conditions set forth herein. Further, the ISO acknowledges that this Release, subject to the conditions herein, satisfy the training requirements in the Tariff. By signing this Release, the undersigned, will not, in and of itself, be prevented from participating in the CRR Processes.

WHEREAS, the ISO permits a participant to elect not to attend the CRR training class subject to the terms in this Release;

WHEREAS, a participant in the CRR Processes may elect not to attend the training class if it executes this Release in favor of the ISO, releasing the ISO from any and all injury, harm, economic consequences or others results that may arise from the participant’s failure to attend the training class and any resulting problems the participant may have using the computer software used in the CRR Processes; and

WHEREAS, the ISO will conduct the CRR Processes on a non-discriminatory basis; (*i.e.*, special assistance will not be offered to those



participants who elect to forego the training class or those participants who elect to attend the training class).

NOW THEREFORE, I, _____, the
(insert name)
_____ of _____
(insert title) (insert company name)

(herein after "Party") with full power and authority to bind the Company identified above, hereby acknowledges and agrees by my signature below the following:

A. The Company has not participated in a previous ISO CRR training class but will participate in the next ISO CRR training made available;

B. This Release is and shall be binding upon, and inure to the benefit of the ISO and its respective successors, governors, officers, directors, employees, agents, fiduciaries, insurers, assigns, creditors, judgment creditors, administrators, attorneys, trustees, beneficiaries, consultants and any other person, entity or organization asserting rights on behalf of the ISO with respect to the matters set forth and released herein;

C. In consideration of the ISO waiver from requiring the Party to attend a training class for participants in the CRR Processes, and in recognition of the ISO's and Party's defenses to any claims the other may have, the Party hereby releases the ISO and its respective successors, governors, officers, directors, employees, agents, fiduciaries, insurers, assigns, creditors, administrators, attorneys, trustees, beneficiaries fully from any and all actions, causes of actions, suits, claims, liens, demands, damages, controversies and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state or otherwise), whether known



or unknown, suspected or unsuspected, anticipated or unanticipated, which they now have, ever had or hereafter may have or claim to have against the other, which were alleged or could have been alleged, are or may be based in whole or in part upon, or do or may arise out of, or are or may be related to or in any way connected with the Party's failure to undertake and complete the ISO training course for participants in the CRR Processes;

D. The ISO agrees that it will conduct the CRR Processes on a non-discriminatory basis regardless of training attendance (*i.e.*, special assistance will not be offered either to those participants who elect to forego the training class or those participants who elect to attend the training class);

E. The Party recognizes that its execution of this Release does not constitute an admission that it or the ISO acted wrongfully in any manner whatsoever;

F. Any individual executing this Release on behalf of the Party hereto warrants and represents that he or she has authority and is competent to execute this Release on behalf of his or her principal, and each such individual agrees to indemnify and hold the others harmless against any claim, suit or demand (including costs and reasonable attorneys' fees) that such individual lacked authority or competence to execute the Release;

G. The Party has obtained the advice of its attorney(s) prior to executing this Release, and executes this Release with full knowledge of its significance and with the express intention of effecting its legal consequences;



H. This Release is the result of mutual agreement by the Party and the ISO, and should any of its terms be deemed ambiguous, such term is not to be construed strictly against either Party hereto;

I. Accurate photocopies of this Release shall have the same legal effect as the original;

J. It is the intention of the ISO and the Party that this Release shall be a final accord and satisfaction and release of all of the Parties' claims, demands and contentions relating to the matters addressed in Paragraph C above. The Party recognizes and executes this Release with full knowledge that circumstances and facts may be discovered in the future which relate to the subject of this Release, which circumstances and facts are not known presently and which, if known, might have affected the Party's willingness to enter this Release. Despite this potential, the Party agrees this Release applies with equal force to any claims based upon such circumstances or facts and specifically waive any rights which might otherwise arise under Civil Code section 1542, which provides as follows:

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.

This Release is intended additionally to waive any rights substantially similar in effect to Civil Code section 1542.



WHEREFORE, the undersigned has executed this Release on the date indicated below:

DATE: _____

(insert Company name)

By: _____
(signature)

Name: _____

Title: _____

Return Instructions:

Please fax or mail this form to the attention of the Technical Assistant to Market Services at:

California ISO
Attn: Technical Assistant to Market Services
151 Blue Ravine Rd
Folsom Ca. 95630

<mailto:crrdata@caiso.com>

Phone: 916-351-2360

Fax: 916-351-2267