

RELEASE AND HOLD HARMLESS AGREEMENT

PROPERTY ADDRESS: 1993 STATE HWY 8, MOUNT UPTON, NY 13809

The person signing this form (the "Undersigned") acknowledges that the owner/seller and its agents (collectively, the "Seller") of the above-referenced property (the "Property") has disclosed to the Undersigned that the condition of the Property presents certain known and unknown risks, including risks of personal injury or death; and the Undersigned desires and intends to enter the Property for the purpose of viewing, inspecting, showing and/or making repairs to the Property.

Therefore, having been advised of the possible known and unknown health and personal injury risks and having conducted independent inquires with appropriate professionals, if desired, the Undersigned elects to enter the Property, assuming all such risks.

The Undersigned, having read this Release and Hold Harmless Agreement ("Agreement"), in consideration of being granted access to the Property hereby agrees to the fullest extent permitted under law to release and hold harmless Seller and its affiliates, and each of their agents, property managers, servicers, employees, contractors, and representatives (collectively, the "Released Parties") from and against any claims, damages, losses, costs or expenses of any kind, financial or otherwise, including but not limited to personal injury damages, sustained or arising from the Undersigned's entry onto, presence at and/or physical inspection or repair of the Property and/or anything else relating in any way to the Property, including relating to any negligence, gross negligence, or alleged negligence or gross negligence of the Released Parties ("Claims").

In the event of any Claim brought by or on behalf of the Undersigned against any Released Party, the Undersigned shall indemnify such Released Parties for attorneys' fees and all costs (including but not limited to damages) related to any such Claim.

The Undersigned agrees that this Agreement shall be binding upon him/ her/ them, his/ her/ their heirs, representatives, executors, administrators, assigns and insurance carriers, and shall inure to the benefit of the Released Parties and their successors and assigns.

THE UNDERSIGNED HAS READ, FULLY UNDERSTANDS, AND HEREBY AGREES TO THE FOREGOING AGREEMENT:

Buyer's Agent/Brokerage Name (Printed): _____

Buyer's Agent (Signature): _____

Buyer's Agent License Number: _____

Buyer(s) Name(s) (Printed): _____

Buyer(s) Name(s) (Signature): _____

Showing Date and Time: _____