

# RELEASE OF LIABILITY FOR HAZARDOUS MATERIALS

This **Release of Liability for Hazardous Materials** ("Release") is made and entered into as of the Effective Date of the Purchase Agreement by and between:

**Seller:** Tammy D. Smith

**Buyer:** \_\_\_\_\_

**Property:** Lot 3 Davis Pond Rd, Atmore, AL

**County:** Escambia County, Alabama

## 1. Disclosure of Potential Hazardous Materials

The Seller acknowledges that exfoliants and pesticides due to agricultural airstrip operations are or may be present on the Property. However, the Seller has not conducted, and does not possess, any Environmental Protection Agency (EPA) Phase 1 or Phase 2 environmental assessments or reports regarding the Property. The Seller makes no representations or warranties regarding the existence, extent, or impact of any hazardous materials on the Property.

## 2. Buyer's Acknowledgment and Responsibility

The Buyer acknowledges that they have been informed of the potential presence of exfoliants and pesticides on the Property. The Buyer agrees that it is their sole responsibility to conduct any and all inspections, assessments, or tests necessary to satisfy themselves as to the condition of the Property, including but not limited to environmental conditions. The Buyer further acknowledges that neither the Seller nor any real estate agents or brokers involved in this transaction have made any guarantees or assurances regarding the environmental status of the Property. The Buyer also acknowledges the Seller is not in any manner responsible to the Buyer for the presence of any Hazardous Materials at, on, in, under, or relating to the Property, if any.

## 3. Assumption of Risk and Release of Liability

By signing below, the Buyer and Buyer's heirs and assigns, assumes all risks associated with the presence of hazardous materials and agrees to release, indemnify, and hold harmless:

- The **Seller**, Seller's heirs and assigns, Seller's agents, and representatives,
- The **Listing Broker and Listing Agent**,
- The **Selling Broker and Selling Agent**,
- Any **affiliated real estate firms or brokerage companies**,

from any and all claims, damages, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind whatsoever arising from or related to the presence, condition, removal, or remediation of hazardous materials on the Property, whether known or unknown, disclosed or undisclosed. This release includes, but is not limited to, any claims under federal, state, or local environmental laws.

## 4. Binding Effect

This Release shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

## 5. Governing Law

This Release shall be governed by and construed in accordance with the laws of the State of Alabama.

## RELEASE OF LIABILITY FOR HAZARDOUS MATERIALS

IN WITNESS WHEREOF, the parties have executed this Release as of the Effective Date of the Purchase Agreement.

**SELLER:**

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Tammy D. Smith

Date: \_\_\_\_\_

**BUYER:**

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Date: \_\_\_\_\_