



**BERKSHIRE HATHAWAY**  
HomeServices  
**The Preferred Realty**

**RELEASE AND WAIVER OF LIABILITY AGREEMENT**

WHEREAS, the undersigned wishes to enter upon and use the property, including any improvements thereupon, located at: 365 Saxonburg Blvd, Saxonburg, PA 16056

("Premises"), which is owned by JRZ Enterprises, LLC

("Owner") and subject to a listing agreement with Everest Consulting Group, LP d/b/a Berkshire Hathaway HomeServices The Preferred Realty ("Broker"), for the limited purpose of conducting due diligence in contemplation of a purchase the Premises, and the Owner of the Premises is willing to permit the undersigned to enter upon and use the Premises for such purpose, upon the terms and conditions of this Agreement.

THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby stipulates and agrees:

1. **Use of Premises.** I understand and agree that I may only enter upon and use the Premises for the purposes set forth in this Release and Waiver of Liability agreement at those specific dates and times indicated by Owner or Broker, and that such use includes participation in any activities conducted therein. I further agree that I am responsible for the proper use and care of the Premises and any of Owner's property thereon, and that I will be liable for the replacement cost of any Owner property which is damaged, destroyed or lost as a result of my entry upon or use of the Premises.
  
2. **Assumption of Risk.** I understand and acknowledge that my entry upon or use of the Premises may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. Specific dangers of the Premises may include, but are not limited to Larger Dwelling - DO NOT ENTER. Small Dwelling-Mold throughout parts of home.  
I further acknowledge that any injury I may sustain while upon or using the Premises may be compounded by negligent or delayed medical service. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY ENTRY UPON OR USE OF THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.
  
3. **Release from Liability.** I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Owner and Broker, including their affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon or use of the Premises, whether caused by the negligence of the Owner, Broker or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while upon or using the Premises.
  
4. **Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while upon or using the Premises.
  
5. **Indemnification.** I hereby agree to defend, indemnify and hold harmless Owner, Broker and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties,

expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my entry upon or use of the Premises.

6. **Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises and that neither Owner nor Broker will be responsible for or provide any security for my property and personal belongings.
7. **No Representations by Owner.** I acknowledge that neither Owner nor Broker makes any representation as to the condition of the Premises or the safety of any structures or equipment that may be used upon the Premises. I accept and shall use the Premises in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Owner, Broker or their employees, agents, or representatives regarding this agreement or the Premises, except to the extent such representations are expressly set forth in this agreement.
8. **Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the state where the Premises are located, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in the state and county where the Premises are located.
9. **Waiver.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
10. **Survival.** Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.
11. **Compliance with Laws.** In the performance of the terms of this Release and Waiver of Liability agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.
12. **Severability.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
13. **Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_