

PROPERTY ENTRY, ASSUMPTION OF RISK AND RELEASE

801 100th Avenue, Oakland, California (the “Property”)

1. Visitor and purpose. The undersigned (“Visitor”) requests permission to enter the Property solely for an authorized viewing, inspection, or assessment. Entry is conditioned on this agreement and any instructions from the person controlling access. Each adult entering must sign separately. This document grants no right to enter an occupied or restricted area.

2. Specific hazards. Visitor understands that the Property may contain uneven surfaces, holes, broken pavement, stairs, loose materials, debris, sharp objects, exposed wiring, unstable or damaged structures, fire damage, mold, smoke residue, contaminated water or waste, needles and other biohazards, unknown chemicals or fumes, potentially hazardous substances, and suspected drugs, weapons, ammunition or other contraband. Unauthorized persons or animals may be present. Conditions can change without notice; this list is not exhaustive. The owner and brokers have not certified the Property safe for entry.

3. Entry precautions. Visitor will enter only with express permission and follow all access instructions; wear appropriate footwear and protective equipment; remain with the authorized escort if required; avoid damaged or unstable areas; and leave immediately if a hazard or unauthorized person is encountered. Visitor will not touch, move, collect, test, photograph for public distribution, or disturb suspected contraband, weapons, needles, chemicals, personal property, or debris. Visitor will notify the escort and contact 911 for an immediate threat. Any sampling, destructive testing, cleanup, or removal requires separate written authorization and qualified personnel.

4. Assumption of risk. Visitor voluntarily assumes the risks of authorized entry, including injury, illness, exposure, theft, and property

Visitor initials (each page): _____

loss arising from known or unknown site conditions and the acts of third parties. Visitor is responsible for deciding whether to enter and may decline or stop the visit at any time.

5. Release and indemnity. To the fullest extent California law permits, Visitor releases the Property owner(s), their representatives, and the listing broker, Compass, its agents and employees (the “Released Parties”) from claims for injury, illness, death, or property damage arising from Visitor’s authorized entry, including claims based on ordinary negligence. Visitor will indemnify and hold the Released Parties harmless from third-party claims to the extent caused by Visitor’s negligent, reckless, or intentional acts or breach of these entry rules. This agreement does not release gross negligence, recklessness, willful misconduct, fraud, or any liability that California law does not permit to be waived.

6. No condition warranty. Permission to enter and this agreement are not a representation about condition, title, legal access, environmental status, or the presence or absence of hazards. Visitor may obtain independent professional advice and inspections subject to separate written authorization.

7. Scope. This agreement applies to the entry date below and any later entry only if the parties expressly agree in writing. California law governs. If one provision is unenforceable, the remainder remains effective to the extent permitted by law.

VISITOR ACKNOWLEDGMENT

I have read this agreement, understand the listed hazards and entry restrictions, and sign voluntarily before entering the Property.

Visitor printed name:

Company / affiliation:

Visitor signature:

Date and time:

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Phone:

Emergency contact / phone:

Access authorized by: _____ Date/time:

Visitor initials (each page): _____