

DISTRESSED PROPERTY ACCESS, ASSUMPTION OF RISK, HOLD HARMLESS, RELEASE, AND INDEMNIFICATION AGREEMENT

Property Owner(s): _____

Visitor/Participant: _____

Property Address: _____

1. ACKNOWLEDGMENT OF PROPERTY CONDITION

The Visitor acknowledges that the Property is a distressed property and may contain known or unknown hazardous conditions, including but not limited to structural deficiencies, unstable floors, stairs, decks, porches or foundations, exposed wiring, water damage, mold, debris, infestations, environmental hazards, and other dangerous conditions not readily apparent. The Visitor understands that the Property may not comply with current building, safety, or occupancy standards.

2. VOLUNTARY ENTRY AND ASSUMPTION OF RISK

The Visitor voluntarily enters the Property and assumes all risks of injury, illness, death, property damage, or other loss arising from or related to entering, inspecting, photographing, repairing, evaluating, or otherwise accessing the Property.

3. RELEASE OF OWNER, BROKER, AND RELATED PARTIES

To the fullest extent permitted by New York law, the Visitor hereby releases, waives, and forever discharges the Property Owner, Four Seasons Sotheby's International Realty, its affiliated companies, brokers, associate brokers, salespersons, employees, independent contractors, representatives, showing agents, property managers, vendors, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to the Visitor's entry upon, presence at, inspection of, or use of the Property, including claims for personal injury, death, property damage, or economic loss. The Visitor acknowledges that entry is entirely voluntary and at the Visitor's own risk. Nothing in this Agreement shall release any party from liability for gross negligence, willful misconduct, or any liability that cannot be waived under New York law.

4. INDEMNIFICATION

The Visitor agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or related to: (a) the Visitor's entry upon or use of the Property; (b) injury, death, or property damage suffered by the Visitor or any person accompanying the Visitor; (c) injury, death, or property damage caused in whole or in part by the Visitor; (d) the acts or omissions of the Visitor, the Visitor's family members, guests, contractors, inspectors, consultants, or invitees; or (e) any claim brought by a third party arising from the Visitor's presence on the Property.

5. COMPLIANCE WITH SAFETY INSTRUCTIONS

The Visitor agrees to follow all instructions provided by the Owner, broker, contractor, or authorized representative and to avoid any area designated as unsafe or restricted.

6. NO REPRESENTATIONS OR WARRANTIES

The Owner makes no representations or warranties regarding the safety, habitability, structural integrity, or condition of the Property.

7. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York.

8. SEVERABILITY

If any provision is determined unenforceable, the remaining provisions shall remain in full force and effect.

VISITOR/PARTICIPANT

Signature: _____

Printed Name: _____

Date: _____

PROPERTY OWNER

Signature: _____

Printed Name: _____

Date: _____