

HOLD HARMLESS & LIABILITY WAIVER

Property Address: 2091 Altamont Rd., Castro Valley, CA

Agent name _____

Perspective buyer name _____

Perspective buyer name _____

This Hold Harmless & Liability Waiver (“Agreement”) is entered into by and between the undersigned Buyer(s) and/or Buyer’s Agent(s) (“Participant”), and the Seller, Seller’s heirs, successors, assigns, Listing Broker, and Listing Agents (collectively, “Released Parties”).

1. Acknowledgment of Property Condition

Participant acknowledges that the above-referenced property has sustained fire damage and is in a hazardous condition. Participant understands that the property **may** contain, without limitation:

Hazard	Participants Initials		
Mold and airborne contaminants	_____	_____	_____
Asbestos and hazardous materials	_____	_____	_____
Structural instability (floors, ceilings, walls)	_____	_____	_____
Debris, sharp objects, exposed materials	_____	_____	_____
Slip, trip, and fall hazards	_____	_____	_____
Unsafe electrical, plumbing, or mechanical systems	_____	_____	_____
Other known or unknown dangerous conditions	_____	_____	_____

Participant understands these conditions may result in serious injury or death.

2. Voluntary Entry

Participant agrees that entry onto the property is voluntary and at their sole risk.

3. Assumption of Risk

Participant expressly assumes all risks, whether known or unknown, associated with entering, walking through, or being present on the property.

Initials _____

4. Release of Liability

Participant, on behalf of themselves and their heirs, successors, and assigns, hereby fully releases, waives, and discharges the Released Parties from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind, including but not limited to:

- Personal injury or death
- Property damage
- Exposure to hazardous substances
- Slip, trip, or fall incidents
- Structural failure or collapse

This release applies whether arising from negligence or otherwise, to the fullest extent permitted by California law.

5. Indemnification

Participant agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, costs, and expenses (including attorney's fees) arising out of or related to Participant's entry onto the property.

6. No Representations or Warranties

Participant acknowledges that the Released Parties have made no representations or warranties regarding the safety or condition of the property.

7. Compliance with Instructions

Participant agrees to follow all instructions provided by the Listing Agent and to exercise reasonable caution while on the property.

8. Safety & Access Restrictions

Participant agrees to the following conditions of entry:

- No minors are permitted on the property at any time.
- Closed-toe shoes are required for all individuals entering the property.
- Personal Protective Equipment (PPE) is strongly recommended, including but not limited to masks or respirators, gloves, and protective footwear.
- Entry is permitted only when accompanied by the Listing Agent or their representative.
- Participant shall not enter any areas that are marked, taped off, or otherwise identified as unsafe or restricted.
- Occupancy is limited to a reasonable number of individuals at one time, as determined by the Listing Agent for safety purposes.
- Failure to comply with these conditions may result in immediate removal from the property.

Initials _____

9. California Civil Code Section 1542 Waiver

Participant expressly waives the provisions of California Civil Code Section 1542, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release...”

Participant acknowledges that this waiver is an essential term of this Agreement.

10. Binding Effect

This Agreement shall be binding upon Participant and their heirs, successors, and assigns.

11. Governing Law

This Agreement shall be governed by the laws of the State of California.

Participant Signature(s)

Buyer Name: _____

Signature: _____ Date: _____

Buyer Name: _____

Signature: _____ Date: _____

Agent Name: _____

Brokerage: _____

Signature: _____ Date: _____