Assumption of Risk, Release, Waiver of Liability, and Indemnity Agreement

Each individual signing below (referred to as "I" or "me") desires to tour one or more homes under construction by Bielinski Homes, Inc. ("Bielinski") at various real properties (each a "Project Site"). In exchange for permission to access and tour the Project Site on one or more occasions, and acknowledging Bielinski's reliance on this document, I agree to be bound by all terms and conditions of this agreement.

1. **Representations and Warranties.** I represent and warrant to Bielinski the following:

(a) I have read and understand this document;

(b) I had the right to seek and obtain legal counsel of my choice concerning the terms and legal consequences of this document;

(c) I knowingly and voluntarily sign this document while competent and lucid, and without duress or undue influence;

(d) I have not assigned, encumbered, or transferred any claim or cause of action that I may now or hereafter have against Bielinski or the Releasees (defined below) which, but for such assignment, encumbrance, or transfer, would have been released under this document;

(e) I was warned by Bielinski that the Project Site can be a dangerous place.

(f) I was instructed by Bielinski that I must adhere to all posted safety requirements and Bielinski's verbal and written safety instructions.

(g) I understand and agree I am not allowed access to the Project Site prior to the completion of finish carpentry to the home unless accompanied by a representative of Bielinski.

(h) I acknowledge and understand that no one under the age of 18 is permitted on the Project Site.

2. **Assumption of Risk.** I am aware and understand that the condition of the Project Site can be dangerous and that touring the Project Site may involve the risk of injury, disability, death, and property damage, including by way of slips, trips, and falls. I am also aware and understand that I can avoid such risks by waiting until the completion of the construction of the home at the Project Site. NOTWITHSTANDING THE RISKS, I ACKNOWLEDGE AND AGREE THAT I AM VOLUNTARILY CHOOSING TO TOUR THE PROJECT SITE WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND I HEREBY EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL RISKS ASSOCIATED WITH ACCESSING AND TOURING THE PROJECT SITE, INCLUDING SERIOUS INJURY, DISABILITY, DEATH, AND PROPERTY DAMAGE, EVEN IF CAUSED BY BIELINSKI'S OR THE RELEASEES' NEGLIGENCE. Notwithstanding the foregoing, this assumption of risk does not extend to the risks caused by Bielinski's or the Releasees' intentional or reckless acts.

3. **Release and Waiver of Liability.** I HEREBY EXPRESSLY WAIVE, FULLY RELEASE, AND FOREVER DISCHARGE BIELINSKI AND ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, EXPENSES, FEES, OR OTHER LIABILITIES OF ANY KIND, NOW KNOWN OR HEREAFTER KNOWN, ARISING OUT OF ACCESSING OR TOURING THE PROJECT SITE EVEN IF CAUSED BY BIELINSKI'S OR THE RELEASEES' NEGLIGENCE ("RELEASED CLAIMS"). Notwithstanding the foregoing, the Released Claims do not include claims for property damage caused by Bielinski's or the Releasees' negligence, claims for injury or damage caused by Bielinski's or the Releasees'

intentional or reckless acts, or to any other liabilities that Wisconsin law does not permit to be released by agreement.

4. **Covenant Not to Sue.** IN ADDITION TO THE RELEASE AND WAIVER OF LIABILITY SET FORTH ABOVE, I FURTHER EXPRESSLY AGREE TO NOT BRING, COMMENCE, INITIATE, OR PROSECUTE ANY RELEASED CLAIMS AGAINST BIELINSKI OR ANY OF THE RELEASEES IN ANY LAWSUIT, ARBITRATION, HEARING, OR OTHER LEGAL PROCEEDING BEFORE ANY FORUM. I expressly acknowledge and agree that this document may be pleaded as a full defense and complete bar to any proceeding that is brought in contravention of this covenant. I further acknowledge and agree that if I violate this covenant, I will be responsible for the actual attorneys' fees and costs incurred in connection with defending the legal action, lawsuit, or assertion of claim for relief.

5. **Indemnification**. I agree to indemnify, defend, and hold harmless Bielinski and Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, and the fees and costs of enforcing any right to indemnification under this document, incurred by Bielinski or any other Releasees, arising out or resulting from any claim by me or by any third party related to accessing or touring the Project Site, including any claim related to my own negligence or the negligence of Bielinski.

6. **Additional Agreements**.

(a) All representations and warranties, covenants and agreements contained in this document shall survive indefinitely.

(b) I acknowledge and agree this instrument may be signed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. I further acknowledge and agree this instrument may be signed by electronic signatures, as defined under Wisconsin Statutes Section 137.11(8) or the U.S. federal ESIGN Act of 2000 and any subsequent corresponding statute, including without limitation facsimile, portable document format (PDF), e-mail, or other means of electronic transmission. Any such signature shall be given the same effect as if it were an original signature on an original instrument or counterpart and is legally binding.

DO NOT SIGN BELOW UNLESS YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____