

Release of Property Reviewer and Inspector

Whereas, _____ the _____ undersigned _____, hereinafter jointly and/or severally called **reviewer**, is/are inspecting a property located at 414 Prospect Rd., Berea, OH 44017, PP# 363-21-011the **Property**, owned by Jeffrey Dilley, **owner**.

Whereas, the condition of the property is INCREDIBLY DANGEROUS having recently suffered SEVERE FIRE DAMAGE.

Whereas, *reviewer* agrees that they are inspecting and/or reviewing the property for purchase **at their own risk**; and

Whereas, *reviewer* has assumed the risk of such dangers and released *owner* for any injury or loss of life to *reviewer*, their agents, invitees, or any other individual induced to enter the premises of the property; and

Whereas, *reviewer* and *owner* want to memorialize said assumption of risk and release in writing;

Now, therefore, for and in consideration of being allowed to inspect said *Property* and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned *reviewer* hereby releases *owner*, his heirs, successors, and assigns (**collectively Releasees**) from all liability for any physical injury or death to *reviewer* that results, directly or indirectly from the entry onto or inspection (accidental or otherwise) of the *Property*. *Reviewer* further agrees to indemnify and save and hold *Releasees* harmless from any loss, liability (accidental or otherwise), attorneys' fees, damage, or costs that *Releasees* (or any of them) may incur arising out of or related inspection of the *Property* by the undersigned *reviewer*, whether caused by the negligence of the *Releasees* or otherwise.

The undersigned *reviewer* fully understands that the inspection of the *Property* involves risks and dangers of serious bodily injury, including death (*Risks*), and understands that the use of the *Property* and surrounding area will not be supervised by any of *Releasees*, and *reviewer* fully accepts and assumes all *Risks* and all responsibility for losses, costs, and damages *reviewer* incurs as a result of use said *Property* or surrounding area.

This Agreement shall be governed by the laws of the State of Ohio. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

WITNESS our signatures this the ____ day of _____ 20____.



11/26/2022

Signature of Reviewer

(Printed or typed name)

name)

Signature of Owner

Jeffrey Dilley

(Printed or typed

Signature of Reviewer

(Printed or typed name)