

HOLD HARMLESS AND LIABILITY WAIVER AGREEMENT FOR PROPERTY SHOWING

Property Address: 338 West Park Street, Guthrie, Kentucky

This Hold Harmless and Liability Waiver Agreement (“Agreement”) is entered into by and between the undersigned Visitor/Buyer (“Visitor”) and the property owner, listing brokerage, agents, representatives, and affiliates associated with the above-referenced property.

LISTING BROKERAGE:

Bolinger Real Estate and Auction
Listing Agent: Kelvin DeBerry
Phone: 270-604-2536

PURPOSE

The Visitor understands that the property located at 338 West Park Street, Guthrie, Kentucky is an older residential structure and may contain conditions, defects, hazards, uneven surfaces, exposed materials, structural issues, or other dangerous conditions that may not be readily visible.

By signing this Agreement, the Visitor acknowledges and agrees to enter and inspect the property at their own risk.

ASSUMPTION OF RISK

The undersigned Visitor acknowledges and understands that entering the property may involve risks including, but not limited to:

- Uneven flooring or stairs
- Structural defects or instability
- Loose handrails, flooring, porches, or decking
- Electrical, plumbing, or mechanical defects
- Mold, mildew, dust, debris, or allergens
- Slip, trip, or fall hazards
- Any other known or unknown dangerous conditions

The Visitor voluntarily assumes all risks associated with entering, walking through, or inspecting the property.

RELEASE AND HOLD HARMLESS

In consideration for being permitted to enter and inspect the property, the undersigned Visitor agrees to fully release, indemnify, defend, and hold harmless:

- The property owner(s)
- Bolinger Real Estate and Auction
- Kelvin DeBerry
- Any agents, brokers, employees, contractors, or representatives associated with the property

from any and all claims, liabilities, damages, losses, injuries, causes of action, expenses, or demands arising from or related to the Visitor’s entry onto or inspection of the property, including bodily injury, illness, death, or property damage, whether caused by negligence or otherwise, to the fullest extent permitted under Kentucky law.

NO WARRANTIES

The Visitor acknowledges that no warranties or representations have been made regarding the condition or safety of the property.

MINORS

No minor children shall enter the property unless accompanied and supervised at all times by a parent or legal guardian, who accepts full responsibility for the minor.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

The undersigned acknowledges that they have carefully read and fully understand this Agreement and voluntarily sign it of their own free will.

Visitor/Buyer Name (Printed): _____

Visitor/Buyer Signature: _____

Date: _____

Additional Visitor Name (Printed): _____

Additional Visitor Signature: _____

Date: _____

Real Estate Agent/Broker Showing Property: _____

Company Name: _____

Date: _____