

# SEAPORT VILLAGE REALTY

## Property Access Waiver, Release, and Indemnification Agreement

Property Address: 4 Depot Street, Wareham, MA

This Property Access Waiver, Release, and Indemnification Agreement ("Agreement") is entered into by the undersigned Buyer(s) and Buyer's Agent/Broker prior to entering the above-referenced property.

The undersigned acknowledge and agree that:

1. The property is in distressed condition and requires extensive repairs, rehabilitation, and/or reconstruction. 2. Entry onto and inspection of the property may involve hazardous conditions, including but not limited to structural instability, exposed electrical systems, debris, uneven flooring, mold, sharp objects, or other unsafe conditions. 3. Entry is voluntary and at the sole risk of the undersigned.

In consideration for being granted access to the property, the undersigned hereby:

A. RELEASE AND WAIVE any and all claims against Seaport Village Realty, its brokers, agents, associates, employees, contractors, affiliates, property owner(s), and representatives for any injury, loss, damage, claim, liability, or expense arising from entry onto or presence at the property.

B. AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Seaport Village Realty, its brokers, agents, associates, employees, contractors, affiliates, property owner(s), and representatives from and against any and all claims, liabilities, damages, costs, attorney's fees, and expenses arising out of or related to the undersigned's access to or presence on the property.

C. REPRESENT that they are entering the property voluntarily, have been advised of the condition of the property, and assume full responsibility for their own safety.

D. AGREE to exercise caution, wear appropriate footwear, and follow all instructions provided by listing representatives while on site.

This Agreement shall be binding upon the undersigned and their heirs, successors, assigns, and legal representatives.

Massachusetts Law shall govern this Agreement.

Buyer Name: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Buyer Agent/Broker: \_\_\_\_\_

Date: \_\_\_\_\_

Agent Signature: \_\_\_\_\_