

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
Property Review / Access Agreement – 366 E. Orange Grove Blvd., Pasadena, California

This Release of Liability and Assumption of Risk Agreement (“Agreement”) is entered into by the undersigned participant (“Participant”) in favor of the owner(s), agents, representatives, contractors, brokers, employees, invitees, and any affiliated entities associated with the property located at 366 E. Orange Grove Blvd., Pasadena, California (“Property”) (collectively, the “Released Parties”).

Participant understands and acknowledges that the Property may be vacant, distressed, under construction, partially demolished, unsecured, contain debris, hazardous conditions, structural defects, exposed utilities, unstable surfaces, vegetation overgrowth, construction materials, discarded personal property, or other dangerous conditions. Participant further understands that the Property may not comply with current building, health, or safety codes.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS: Participant voluntarily elects to enter and inspect the Property and knowingly assumes all risks associated with entering, inspecting, touring, photographing, evaluating, cleaning, securing, repairing, or otherwise being present on the Property, including but not limited to: Structural instability or collapse; Slip, trip, and fall hazards; Sharp objects, nails, glass, or debris; Mold, asbestos, lead paint, dust, fumes, or hazardous substances; Electrical, plumbing, gas, or utility hazards; Exposure to insects, rodents, animals, or biohazards; Dangerous or unknown third parties; Injury, illness, death, or property damage. Participant acknowledges that these risks may result from known or unknown conditions and may arise from the negligence of the Released Parties.

RELEASE AND WAIVER: In consideration for being permitted access to the Property, Participant hereby releases, waives, discharges, and covenants not to sue the Released Parties from any and all claims, demands, liabilities, damages, causes of action, losses, costs, or expenses of any kind arising out of or related to Participant’s presence at or activities on the Property, including claims arising from the negligence of any Released Party, except for claims resulting from gross negligence or willful misconduct to the extent such waiver is prohibited by applicable law. Participant understands and agrees that this release applies to personal injury, bodily injury, illness, death, property damage, economic loss, and any other damages arising from access to or activities at the Property.

INDEMNIFICATION: Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any claims, liabilities, damages, losses, or expenses, including attorneys’ fees and costs, arising out of Participant’s actions, conduct, or presence on the Property, including claims brought by third parties related to Participant’s conduct.

NO REPRESENTATIONS REGARDING SAFETY: Participant acknowledges that no representations or warranties have been made regarding the condition or safety of the Property. Participant accepts the Property in its current “AS IS” condition.

MEDICAL TREATMENT: Participant authorizes emergency medical treatment if deemed necessary and understands that the Released Parties assume no responsibility for providing medical care, transportation, or insurance coverage.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any dispute arising under this Agreement shall be brought exclusively in the Superior Court of California, County of Los Angeles.

ENTIRE AGREEMENT: Participant acknowledges that they have carefully read this Agreement, fully understand its contents, and voluntarily sign it intending to be legally bound. Participant understands that they are waiving substantial legal rights by signing this Agreement.

Participant Name: _____

Signature: _____

Date: _____