

WAIVER AND RELEASE

In exchange for being allowed to enter the premises owned by Christian Statler Smart Heirs LLC for inspection and other purposes (“Activity”):

1. Waiver and Release. I hereby release Christian Statler Smart Heirs LLC and Schrader Real Estate and Auction Company, Inc., including any of their related entities, members, officers, directors, employees, agents, successors, or assigns (collectively, the “Released Parties”), from all liability, and waive all claims against any of the Released Parties, for injury, loss, expense, or damage, in any way arising out of or relating to the Activity, *regardless of whether it is caused in whole or part by the negligence or other misconduct of any of the Released Parties*.

2. Risks. I understand that the Activity involves risk of injury and loss, both to person and to property. I understand that this Waiver and Release is intended to address all risks of any kind associated with any aspect of the Activity or related in any way to entering, inspecting and/or departing the premises, including, particularly, such risks created by the *action, inaction, or negligence* on the part of any party, *including any of the Released Parties*, including without limitation risks created by the failure to maintain the premises in any specific condition.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with the Activity. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with the Activity.

I have read this Waiver and Release. I understand that I have given up substantial rights by signing it. I am signing this Waiver and Release voluntarily.

Dated: _____

Signature: _____

Printed: _____