

RELEASE FROM LIABILITY

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY. DO NOT SIGN IT UNLESS YOU HAVE READ IT, YOU UNDERSTAND IT, AND YOU AGREE WITH ALL OF ITS TERMS.

In consideration of his willingness to allow me to accompany him and observe him conduct one or more home inspections, I forever release _____ from any liability on any claims of any kind whatsoever in any way arising out of my activities with him. I intend this release to be the broadest possible release allowed by law. It includes, but is not limited to, strict liability claims, contract claims (express or implied), warranty claims, and tort claims, whether based on common law or any statute or regulation. It also includes, but is not limited to, any and all claims for injuries or damages sustained by me during or in connection with such activities, and which are alleged to have been sustained, in whole or in part, as a result of _____'s negligence of one or more other persons protected by this release.

I understand that home inspections, by their very nature, involve physical activity and some element of danger. Consequently, some risk of injury is always present. By seeking to accompany and observe _____, I knowingly assume this risk. To minimize the risk to myself, I agree to follow his instructions at all times and to immediately notify him in writing of any injury.

I represent that I am in good health and that I do not have any physical or mental conditions that might affect my ability to accompany and observe _____.

I agree never to sue _____ or any person protected by this release for any claimed injuries or damages arising out of my activities with him, but if I do, the exclusive venue will be in the county in which _____ resides. If he prevails in any such action, I will pay his attorney's fees, expenses, and court costs.

If a court finds any part of this release invalid, it shall modify the release for the benefit of _____ to the maximum extent allowed by law.

This release shall be binding on all my heirs, agents, assignees, and on any other person(s) who might otherwise be entitled to file suit on my behalf. This release applies to all owners, directors, and officers of _____.

Signature

(Date)