

WAIVER AND RELEASE AGREEMENT

In consideration of my access to the property and any and all improvements on the property located at 6541 Oriole Drive, Dallas, Texas 75209 (the "Premises"), for the purposes of observing and inspecting the Premises, I, _____ (the "Participant"), hereby execute this WAIVER AND RELEASE AGREEMENT (the "Agreement"):

WITNESSETH

WHEREAS, Rachelle and Keith Cockrum ("Owners"), owners of the Premises, are selling the Premises on an AS-IS, WHERE-IS ANDWITH ALL FAULTS basis;

WHEREAS, Participant hereby acknowledges that Owners do not intend for Participant to rely on any representations contained in any disclosure or any documents attached to it regarding the Premises;

WHEREAS, Participant or purchaser disclaims any and all reliance on any of the representations made in any disclosure statement or any attachments to it regarding the Premises;

WHEREAS, the Participant desires access to the Premises for the purposes of inspecting the existing conditions and Owners agree to provide such access in exchange for a waiver and release of liability by the Participant.

NOW, THEREFORE, for and in consideration of the above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

WAIVER, RELEASE AND INDEMNITY

1. **Acknowledgements.** The Participant acknowledges and agrees that areas within the Premises to which it will be provided access present a risk of physical damage or bodily injury and therefore there is a risk the Participant and/or its guests or invitees will be injured before, during or after, or as a result of, or in connection with access to the Premises. The Participant further acknowledges and agrees Owners are not responsible for any physical damage or bodily injury that may occur as a result of access to the Premises by the Participant and/or its guests or invitees, and therefore, by accessing the Premises, or any portion thereof, the Participant and/or its guests or invitees expressly assume the risk of such damage or injury.
2. **Release.** The Participant hereby waives, releases, and discharges Owners and their attorneys, insurers, agents, servants, representatives, employees, agents, retained vendors, beneficiaries, and assigns of any of them (collectively referred to herein as the "Released Parties") from any and all liability for the death, disability, personal injury, property damage, or other injury which may hereafter occur to any individuals accessing the Premises, **INCLUDING ANY CLAIMS OF THE RELEASED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT (REGARDLESS OF WHETHER THE RELEASED PARTIES ARE SOLELY, JOINTLY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE AT FAULT).**

3. Indemnity. Furthermore, to the maximum extent allowed by law, the Participant hereby **INDEMNIFIES, DEFENDS AND HOLDS HARMLESS** each and all of the Released Parties from any and all past, present and future claims, demands, actions and causes of action, of whatsoever nature or character, **INCLUDING CLAIMS OF THE RELEASED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT (REGARDLESS OF WHETHER THE RELEASED PARTIES ARE SOLELY, JOINTLY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE AT FAULT)**, which may hereafter be asserted by any person, firm or entity whomsoever, arising out of and accruing to any Participant for or in any way connected with any damages sustained by such Participant before, during or after, or as a result of, or in any way connected with, accessing the Premises.
4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. If any provision of this Agreement is held to be invalid or unenforceable, that holding shall be without effect upon the validity or enforceability of any other provision of this Agreement, and the offending provision shall be deemed modified to the minimum extent necessary to comply with and be enforced under applicable law.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as effective as of the date below.

Participant (printed name)

Participant (signature)

Date