

**WAIVER AND RELEASE OF LIABILITY
AND INDEMNIFICATION**

In consideration of the permission to enter the land and premises located at _____, Rutland, Vermont (the “**Property**”) granted to the undersigned by the City of Rutland, a Vermont municipality (the “**City**”), for the purpose of viewing the Property for potential purchase, the undersigned acknowledges and agrees as follows:

RECITALS

- A. The City is the owner of the Property, and is marketing the Property for sale.
- B. The City has never occupied the Property and therefore has no knowledge of, and makes no representations or warranties as to, the contents or condition of the Property or the improvements thereon.
- C. The City is willing to permit prospective purchasers to enter the Property, but does not wish to be responsible for any injury that may occur to a prospective purchaser while examining the Property.
- D. The undersigned acknowledges and is aware that the Property could contain hazardous conditions and materials, including, but not limited to: debris; asbestos; lead paint; mold; acidic or caustic substances; human and animal waste and other biological substances; limited visibility; slip/trip and fall hazards; hanging or protruding objects or fixtures; collapsed or collapsing ceilings, walls, floors, or stairs; broken glass or other sharp objects; flooded conditions; electrical hazards; unknown occupants; animals, including rodents, insects, and other pests; and leaking or missing pipes (collectively, “**Hazardous Conditions or Materials**”).
- E. The City is willing to permit entry but is concerned about the environmental and other conditions of the property, has expressed its concerns to the undersigned and is willing to permit the undersigned to enter the Property upon receipt of this Waiver and Release of Liability and Indemnification Agreement (this “**Agreement**”) signed by the undersigned.

AGREEMENTS

- 1. The undersigned acknowledges that it has the City’s permission to enter onto the Property and its improvements to make a physical inspection of the Property (but not to include environmental or other tests, surveys, studies and inspections) at the sole cost of the undersigned.

2. The undersigned, on its behalf and on behalf of its employees, agents and representatives, hereby waives and releases, and agrees to indemnify and hold harmless, the City, its employees, agents, board members, and other representatives, from any claim for damage, injury, liabilities, costs, or expenses (including reasonable attorneys' fees actually incurred), whether known or unknown, arising out of or resulting from, or incurred as result of, entering onto the Property, the latent or patent physical condition (including environmental) of the Property, any Hazardous Conditions or Materials, or the inspection of the Property by the undersigned, its employees, agents, and representatives. The undersigned agrees and covenants not to commence or prosecute any action or proceeding on account of or relating to any matter released hereunder.

3. The undersigned agrees that the terms and conditions contained herein shall bind and inure to the benefit of the City, the undersigned, and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between the parties, whether oral or written, with respect to the matters contained herein. Any amendment to this Agreement must be in writing signed by the undersigned and the City.

4. In the event that any part or provision of this release and indemnification agreement is determined by a court of competent jurisdiction to be void or unenforceable to any extent, such part or provision shall be deemed severable and the remainder shall be fully enforced. The construction or interpretation of this release and indemnification agreement shall be governed by laws of the State of Vermont, without reference to any conflict of laws provision and as if mutually drafted by both parties.

5. The undersigned represents and warrants it has read and understands this Agreement, has sought any advice or consultation deemed necessary, and is voluntarily entering into this Agreement, with full right, power and authority to enter into and sign this Agreement.

Signature: _____

Date: _____

Individually

(or if an entity, its Duly Authorized Representative)

Printed Name: _____