

Waiver of Liability for Premises Hazards

Return electronically to: tandy@bluegrassauction.com, text to 859.361.5043,
or mail to: 1163 Floyd Drive, Lexington Ky 40505

This Agreement is made between Bluegrass Auction, Appraisal & Realty, LLC and Charles McKee ("Auctioneer") and Dorislynn Leach ("Broker") on behalf of Margaret Joyce Ruth and her Guardians, Conservators, Powers of Attorney, Heirs and Assigns ("Seller") and the below signed individual ("Individual") for access for purposes of inspection inside the structures of the property located at the address of:

860 Darley Drive, Lexington Ky 40505 ("Property")

Individual acknowledges, understands and fully accepts that the Property described herein may present unknown potential health and/or safety hazards to anyone accessing the premises, specifically including but not limited to household debris causing trip/fall and other risks, unsafe decking, flooring, ceiling, stairs or other structures and the possibility of hazardous substances including but not limited to molds, fungi, infestation, or other risks (not verified by Seller, Broker or Auctioneer). Individual accepts he/she has been made aware of these possible risks, agrees to observe and obey any posted restrictions on access, and accepts that those who may be sensitive to any such conditions should take appropriate measures including but not limited to using proper protective and safety equipment.

Individual accepts any and all potential risks and holds Auctioneer, Broker and Seller harmless for any accident, injury, illness (including death) or any other harm or expense arising from Individual accessing, inspecting or performing any work on the Property. Individual accepts that Auctioneer, Broker nor Seller is responsible for any lack of care taken by Individual for their safety nor any accident, illness (including death) or other harm that may result to Individual from such lack of care.

Individual agrees that no other person(s) will accompany Individual while accessing the Property without that person(s) also signing this Agreement and Individual will defend, indemnify and hold Auctioneer, Broker and Seller harmless against any such claims by any party that, regardless of reason, accompanies Individual at the Property and has not signed this Agreement.

Individual agrees to deliver a copy of this signed agreement by physical or electronic means to Bluegrass Auction, Appraisal & Realty, LLC at the addresses noted above prior to accessing the Property in any way.

First Individual:

Signature

Date

Printed Name

Second Individual:

Signature

Date

Printed Name