

# **Risk Assumption Agreement**

## **OPEN HOUSE WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_, hereby acknowledge and agree to the following:

**1. Notice of Active Construction Site:**

I have been advised and fully understand that the property located at **21 Hastings Dr, Tenafly, NJ 07670** (the “Property”) is an **active construction site**, and as such, may contain hazardous conditions including, but not limited to, uneven surfaces, exposed materials, debris, tools, equipment, and other potential dangers inherent to construction sites.

**2. Assumption of Risk:**

By entering and/or remaining on the Property, I **voluntarily assume all risks, hazards, and dangers** associated with accessing, touring, or viewing the Property. I acknowledge that **no children, under any circumstances, are permitted on the premises** due to safety concerns and the nature of the construction site.

**3. Release and Waiver of Liability:**

In consideration for being permitted to enter and view the Property, I hereby **release, waive, and discharge** the following parties from any and all liability, claims, demands, causes of action, damages, losses, injuries, or expenses (including attorney fees and costs), whether known or unknown, foreseen or unforeseen, arising out of or related to any loss, damage, injury, or death that may be sustained while on or around the Property:

- The **owner(s)** of the Property,
- **Keller Williams Town Life Realty**,
- All affiliated and related entities,
- Their respective **employees, associates, agents, contractors, representatives, brokers, and assigns**.

**4. Indemnification:**

I further agree to **indemnify, defend, and hold harmless** all of the above-named parties from and against any and all claims, demands, actions, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or in any way connected with my presence at the Property, including but not limited to claims related to personal injury, property damage, or wrongful death.

**5. Acknowledgment of No Warranties:**

I understand that neither the owner nor Keller Williams Town Life Realty makes any representations or warranties as to the safety, condition, or suitability of the Property for viewing, and I am entering at my own risk.

**6. Entire Agreement:**

I acknowledge that this document constitutes the **entire agreement** regarding my access to the Property and supersedes any prior understanding or representation, whether oral or written, related to such access.

**7. Severability:**

If any part of this agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By signing below, I confirm that I have carefully read this agreement, understand its contents, and voluntarily agree to its terms.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_