

**WAIVER AND RELEASE**

The Montgomery County Land Reutilization Corporation (the "Land Bank") agrees that the undersigned persons (the "Licensees") are permitted to enter the property at \_\_\_\_\_ (the "Property") for the sole and exclusive purpose of viewing the Property and its condition in order to determine whether the undersigned is interested in offering to purchase the Property from the Land Bank. Licensees understand that the Land Bank has no obligation to negotiate with Licensees or to enter into a contract with Licensees with respect to the Property.

Licensees will be allowed to enter the Property at times coordinated with the Land Bank, and the Land Bank has the right revoke its permission to enter the Property at any time and for any reason or for no reason. Licensees understand and agree they will not be permitted to enter the Property at any times other than those times coordinated with the Land Bank and they will not be permitted to make any use of the Property.

Licensees understand that dangerous and hazardous conditions may exist at the Property, including without limitation, the presence of mold, radon and asbestos. Licensees will exercise caution when entering the Property, and Licensees assume all risk of loss, damage and injury associated with Licensees' entry onto the Property. Licensees agree that the Land Bank is not responsible if someone is injured during the Licensees' entry onto the Property. Licensees will not disturb, damage or alter any portion of the Property or undertake any inspections or tests that might or will disturb, damage or alter any portion of the Property. Licensees will not remove any items from the Property.

Licensees agree to release and hold harmless the Land Bank with respect to, and will indemnify the Land Bank from and against, all claims, causes of action, costs, charges, damages, liabilities and expenses arising from or related to, either directly or indirectly, Licensees' entering the Property and whether foreseeable or unforeseen.

This Waiver and Release is governed by Ohio law. If a court determines that any terms of this Waiver and Release are invalid or unenforceable, such invalidity or unenforceability will not affect any other term.

Dated: \_\_\_\_\_, 2017

LICENSEES:

\_\_\_\_\_

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

\_\_\_\_\_

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