

AUCTION PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

Waiver and Release: In consideration of being permitted to inspect the real estate and participate in the auction of real estate on the land and premises located at 374 High Street Ostrander, Ohio 43061 being Parcel Numbers 40013402040000, 400134020400000 and 40013342041000 (the "Auction") owned by Veena B. Singh(hereinafter collectively referred to as the "Sellers") who are clients of Auction Ohio and eXp Realty LLC (the "Company"), I, for and on behalf of myself, my heirs, personal representatives, assigns and all persons claiming by or through me, do hereby forever release, waive, and covenant not to sue and discharge Sellers, Company and its members, managers, officers, directors, employees, agents, and the like, from any and all existing and future claims and/or causes of action including, without limitation, those arising at any time, in whole or in part, from the negligence of Sellers, Company, or any of its members, managers, officers, directors, employees, agents, and the like, resulting in injury, accidents, illnesses or death, and/or property loss arising from, but not limited to, inspecting the real estate and participation in the Auction, whether such claims or causes of action are known, unknown, contingent or matured, legal and equitable, or joint several or individual.

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Company and Sellers from any and all claims, demands, or causes of action, which are in any way connected with my inspection of the real estate and participation in this Auction.
3. Should Company and/or Sellers or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Company and/or Sellers on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name: _____ Phone Number: _____
Address _____ City: _____
State: _____ Zip: _____ Email: _____
Signature of Participant: Date: _____

**This Document was prepared by:
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