

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

(For Access to Property with Known or Suspected Environmental Hazards)

Date: 6/18/26

Subject Property Address: 3705 Seville Drive, Florissant, MO 63033

Seller: The Estate of John W. Hall

Listing Brokerage: Terreri Team Realty LLC

1. DISCLOSURE OF HAZARDS: The Undersigned visitor, prospective buyer, contractor, inspector, appraiser, or other entrant (the Undersigned) acknowledges that the Seller and Terreri Team Realty LLC have explicitly disclosed that the Subject Property presents health, safety, and personal injury risks. These risks include, but are not limited to: the presence of known or unknown environmental hazards, mold, mildew, fungus, spores, airborne pathogens, structural instability, industrial chemicals, and other environmental conditions (collectively, the Hazards).

2. EXPRESS ASSUMPTION OF RISK: The Undersigned desires and intends to enter the Subject Property for the purpose of viewing, inspecting, repairing, appraising, or evaluating the property. Having been informed of the potential health risks associated with the Hazards, the Undersigned **FREELY, KNOWINGLY, AND VOLUNTARILY ASSUMES ALL RISKS** of personal injury, illness, property damage, or other harm arising from or related to entering the Subject Property, whether caused by the Hazards, the condition of the Subject Property, or otherwise.

3. WAIVER AND RELEASE OF LIABILITY: In consideration of being granted access to the Subject Property, the Undersigned, on behalf of themselves, their heirs, executors, administrators, assigns, and insurance carriers, hereby irrevocably and unconditionally RELEASES, WAIVES, AND DISCHARGES the Seller, Terreri Team Realty LLC, any cooperating brokerages, and their respective owners, officers, directors, agents, employees, contractors, and representatives (collectively, the Released Parties) from any and all claims, demands, causes of action, damages, losses, or expenses of any kind (whether financial, physical, or otherwise). **THIS RELEASE INCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY MISSOURI LAW, ALL CLAIMS ARISING OUT OF THE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF THE RELEASED PARTIES.**

4. INDEMNIFICATION AND HOLD HARMLESS: The Undersigned agrees to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Released Parties from and against any and all third-party claims, liabilities, damages, judgments, or legal fees (including reasonable attorney fees) arising out of or resulting from the Undersigned's entry onto, physical inspection of, or presence within the Subject Property.

5. NO WARRANTIES AND NO RELIANCE: The Undersigned acknowledges that the Released Parties make no representations, warranties, or guarantees regarding the safety, structural integrity, or air quality of the Subject Property. The Undersigned explicitly agrees they are not relying on any verbal or written statements made by the Released Parties regarding the severity of the Hazards or the condition of the property. The Undersigned is entering the Subject Property strictly AS-IS and assumes total responsibility for their own safety during the entry.

6. GOVERNING LAW AND SEVERABILITY: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law principles. Any legal action arising out of this Agreement shall be brought exclusively in the state or federal courts located in the Missouri county where the Subject Property is located. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT IN ITS ENTIRETY, THAT THEY FULLY UNDERSTAND ITS TERMS, THAT THEY UNDERSTAND THEY ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS (INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE), AND THAT THEY SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Agent's Signature: _____

Agent's Name (Printed): _____ Date: _____

Visitor's Signature: _____

Visitor's Name (Printed): _____ Date: _____