

# WAIVER, RELEASE, DISCHARGE AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE

THIS WAIVER, RELEASE, DISCHARGE AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In consideration for receiving permission from the City of Trenton, Department Housing and Economic Development, Division of Real Estate (the "City") to enter into \_\_\_\_\_, Trenton, New Jersey (the "Property") for the sole and specific purpose of conducting a walk-through inspection of the Property (hereinafter, the "Walk-through Inspection"), I \_\_\_\_\_, (the "Releasor") for myself, my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this Agreement and hereby promise NOT TO SUE and hereby WAIVE any and all rights and RELEASE AND DISCHARGE the City, its officials, officers, employees, managers, attorneys, agents, affiliates, volunteers, successors and assigns (hereinafter, collectively referred to as the "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while conducting the Walk-through Inspection, while in, on or upon the Property where the Walk-through Inspection is being conducted, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, OR INJURY, INCLUDING DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I am fully aware of the risks and hazards connected with conducting the Walk-through Inspection, and I am aware that such activity includes the risk of injury and even death, and I hereby elect to voluntarily conduct the Walk-through Inspection, knowing that this activity may be hazardous to my personal property and me. I understand that the RELEASEES do not require me to conduct the Walk-through Inspection. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of conducting the Walk-through Inspection, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES against any and all claims, suits, or actions of any kind whatsoever for any loss, liability, damage, or related costs, including court costs and attorneys' fees, compensation, or otherwise brought by me or anyone on my behalf due to me conducting the Walk-through Inspection, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. If the RELEASEES incur any of these types of expenses, I agree to reimburse the RELEASEES.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind me, my friends, acquaintances and the members of my family and spouse, if I am alive, and my heirs, executors, administrators, assigns and personal representatives, if I am deceased, and shall be deemed as a WAIVER, RELEASE, AND DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability, Release and Hold Harmless Agreement and Covenant Not To Sue shall be construed in accordance with the laws of the State of New Jersey and that any mediation, suit, or other proceeding must be filed or entered into only in the State of New Jersey and the federal or state courts of the State of New Jersey. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier, Release, Discharge of Liability and Hold Harmless Agreement, and Covenant Not To Sue. I understand it and sign it voluntarily and knowingly as my own free act and deed. No oral representations, statements, or inducements, apart from the foregoing written Agreement have been made. I am at least eighteen (18) years of age and am fully competent. I execute this Agreement for full, adequate, complete and**

**other valuable consideration, the receipt of which are hereby acknowledged fully intending to be bound by same.**

**Participant's Name (PRINT)** \_\_\_\_\_

**Participant's Signature** \_\_\_\_\_