

**WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AGREEMENT**

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In consideration of being permitted to attend and participate in or allow one or more residential real estate (“Showings”, whether one or more), I hereby agree as follows:

The “Released Parties” means (i) REALM PROPERTIES, LLC, a Texas limited liability company and its brokers, owners, officers, managers, members, employees, contractors, agents, representatives, successors and assigns

1. I expressly, irrevocably and unconditionally acknowledge that my participation in the Showings involves risks relating, directly or indirectly, in whole or in part to the COVID-19 virus (the “Virus”) and resulting epidemic that could result in illness, emotional injury or death to myself, my spouse, my children or third parties attending or present at any Showings. I understand and acknowledge that the inherent risks of undertaking any Showing due to the Virus and resulting epidemic simply cannot be eliminated without jeopardizing the essential qualities of the Showings. Accordingly, I hereby expressly, irrevocably and unconditionally acknowledge and agree on behalf of myself and the Releasing Parties that I am voluntarily participating in the Showings and further expressly, irrevocably and unconditionally acknowledge and agree that all of the Showings are undertaken at my own risk, and that **I ASSUME ALL OF THE RISKS EXISTING IN UNDERTAKING THE SHOWINGS.** To this end, I assume all risk of illness, emotional injury or death to myself, my spouse, my children or third parties in attendance with me at any Showings that might result. I elect to participate in the Showings notwithstanding the inherent risks associated with the Showings.
2. **ON MY BEHALF AND ON BEHALF OF THE RELEASING PARTIES, I HEREBY VOLUNTARILY, FULLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE, RELEASE, AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OR LIABILITIES, KNOWN OR UNKNOWN, FOR ANY INJURIES, INCLUDING, WITHOUT LIMITATION, ILLNESS OR DEATH, OR ANY KIND OF DAMAGES INCURRED BY ME, MY SPOUSE, MY CHILDREN OR ANY THIRD PARTY ATTENDING OR PRESENT AT THE SHOWINGS, WHICH IN ANY WAY ARISE OUT OF OR ARE CONNECTED WITH MY PARTICIPATION IN THE SHOWINGS, OR ANY ACTS OR OMISSIONS OF THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES.**
3. **ON MY BEHALF AND ON BEHALF OF THE RELEASING PARTIES, I HEREBY VOLUNTARILY, FULLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE, RELEASE, AND FOREVER DISCHARGE, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OR LIABILITIES, KNOWN OR UNKNOWN, FOR ANY INJURIES, INCLUDING, WITHOUT LIMITATION, ILLNESS OR DEATH, OR ANY KIND OF DAMAGES, WHICH IN ANY WAY ARISE OUT OF OR ARE CONNECTED WITH MY MINOR CHILD[REN]’S PARTICIPATION IN ANY SHOWINGS, OR ANY ACTS OR OMISSIONS OF THE RELEASED PARTIES, INCLUDING THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES.**
4. **I FURTHER EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY ACKNOWLEDGE AND AGREE THAT I WILL FULLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND COSTS, ARISING OUT OF ANY KIND OF INJURY TO ME, MY SPOUSE, MY CHILDREN OR ANY THIRD PARTY ATTENDING OR PRESENT AT THE SHOWINGS, INCLUDING, WITHOUT LIMITATION, ILLNESS OR DEATH OR ANY OTHER DAMAGES WHICH IN ANY WAY ARISE OUT OF OR ARE CONNECTED WITH OUR PARTICIPATION IN ANY OF THE SHOWINGS INCLUDING ALL INJURIES, ILLNESS OR DEATH CAUSED BY THE ACTS OR OMISSIONS OF THE RELEASED PARTIES. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH MYSELF AND THE RELEASED PARTIES, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY ME TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, ILLNESS, OR DEATH.**
5. **I agree that if the attendee is a minor child, this Release of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement is made on behalf of that minor child and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as a Parent or Legal Guardian to bind the minor participant to this agreement.**
6. I certify that I have adequate insurance to cover any injury or illness (or death) that I, my spouse or my child[ren] may suffer due to their participating in any of the Showings or alternatively, I agree to bear the costs of such injury or illness (or death) myself. I further certify that I agree to assume the risk of any medical or physical condition that I, my spouse or my child[ren] may have.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I agree that this agreement constitutes the entire agreement constitutes the sole and only agreement of the parties hereto relating

to the subject matter hereof and correctly sets forth the rights, duties, indemnities and obligations of the parties as of its date and I agree that any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force or effect.

- 8. I agree that this agreement applies to myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, and estate (collectively the "Releasing Parties").

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND AN AGREEMENT TO INDEMNIFY. IN ADDITION, I DO HEREBY WAIVE ANY RIGHT THAT I MAY HAVE, BY OR ON BEHALF OF MYSELF, MY SPOUSE OR ANY CHILD (MINOR OR OTHERWISE), TO BRING ANY LEGAL ACTION OR ASSERT ANY CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST THE RELEASED PARTIES FOR THEIR NEGLIGENCE OR ARISING OUT OF OR RELATING TO PARTICIPATION BY ME, MY SPOUSE OR CHILD IN ANY OF THE SHOWINGS OR ANY OTHER MATTER RELATED THERETO, OR ON ACCOUNT OF ANY INJURIES, ILLNESS, OR DEATH OR ANY OTHER DAMAGES.

**IF THE PARTICIPANT IS A MINOR (UNDER THE AGE OF 18), THIS SECTION MUST BE SIGNED BY PARENT OR LEGAL GUARDIAN.**

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_

Print Name of Parent or Legal Guardian of Minor \_\_\_\_\_

(Parent/Legal Guardian if participant under age of 18)

Print Name of Minor Participant \_\_\_\_\_ Relation \_\_\_\_\_

**IF THE PARTICIPANT IS A MINOR BETWEEN THE AGES OF 12 AND 17, THIS SECTION MUST BE SIGNED BY THE MINOR AS WELL.**

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_

**(Minor between the ages of 12 and 17)**

Print Name of Minor \_\_\_\_\_

**IF THE PARTICIPANT IS AN ADULT (18 YEARS OF AGE OR OLDER), THIS SECTION MUST BE SIGNED BY THE PARTICIPANT**

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_

Print Name of Adult \_\_\_\_\_