

PROPERTY ACCESS, ASSUMPTION OF RISK, RELEASE & HOLD HARMLESS AGREEMENT

Property Address: 16550 NE 4 Avenue, Miami, FL 33162

IMPORTANT SAFETY NOTICE

The undersigned acknowledges and understands that the above-referenced property is currently **UNINHABITABLE, IN NEED OF REPAIR, AND MAY CONTAIN UNSAFE OR HAZARDOUS CONDITIONS.**

The property is being offered for sale **STRICTLY AS-IS, WHERE-IS**, and is currently subject to probate.

1. Acknowledgment of Property Condition

The undersigned acknowledges that they have been advised that the property may contain known or unknown hazardous or unsafe conditions, which may include, but are not limited to:

- Structural instability or deterioration
- Unsafe, damaged, weak, or uneven flooring
- Damaged walls, ceilings, roofing, stairs, or other structural components
- Exposed or unsafe electrical wiring or components
- Broken glass, nails, debris, sharp objects, or other hazards
- Water intrusion, moisture, mold, mildew, or other environmental conditions
- Insects, rodents, animals, vegetation, or other conditions
- Other concealed, unknown, or potentially dangerous conditions

No representation is being made that the property or any portion thereof is safe to enter.

2. Voluntary Entry and Assumption of Risk

The undersigned voluntarily elects to enter and/or inspect the property with full knowledge that potentially dangerous conditions may exist.

The undersigned **knowingly and voluntarily assumes the risks associated with entering, walking through, inspecting, or otherwise accessing the property**, including the risk of bodily injury, property damage, illness, or other loss.

The undersigned agrees to exercise extreme caution while on the property and agrees not to enter any area that appears unsafe, unstable, inaccessible, restricted, or otherwise hazardous.

3. Release and Hold Harmless

To the fullest extent permitted by Florida law, the undersigned agrees to release, indemnify, defend, and hold harmless the **Seller/Estate, Personal Representative, Prestige Sales Group, Inc., the listing broker, listing agent, cooperating brokers and agents, and their respective representatives, employees, and affiliates** from claims, demands, damages, liabilities, losses, costs, or expenses arising from or related to the undersigned's voluntary entry onto the property, except to the extent such release is prohibited by applicable law.

Nothing in this Agreement is intended to waive liability that cannot legally be waived under Florida law.

4. Visitors and Accompanying Parties

No buyer, customer, client, contractor, inspector, family member, or other person accompanying a real estate professional should enter the property unless that individual has been informed of the property's potentially unsafe condition and has executed this Agreement.

Real estate professionals are responsible for ensuring that persons accompanying them comply with all property access and safety instructions.

5. No Representation Regarding Condition

The undersigned acknowledges that neither the Seller/Estate nor the real estate brokers or agents are making any representation or warranty regarding the safety, structural integrity, habitability, environmental condition, or overall condition of the property.

Execution of this Agreement **does not constitute a representation that the property is safe to enter.**

6. Right to Restrict Access

The Seller/Estate and listing brokerage reserve the right to prohibit or restrict access to the property or any portion of the property at any time, regardless of whether this Agreement has been signed.

ACKNOWLEDGMENT

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, HAVE BEEN WARNED THAT THE PROPERTY MAY CONTAIN UNSAFE OR HAZARDOUS CONDITIONS, AND VOLUNTARILY ASSUME THE RISKS ASSOCIATED WITH ENTERING THE PROPERTY.

Visitor/Buyer/Agent Name: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

If Real Estate Licensee – Brokerage: _____

Agent Name: _____

Agent Signature: _____

Date: _____

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16550 NE 4 Avenue, Miami, FL 33162 — PROPERTY IS UNINHABITABLE AND MAY BE UNSAFE. DO NOT ENTER WITHOUT PRIOR AUTHORIZATION AND A SIGNED PROPERTY ACCESS WAIVER.