



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION

The undersigned (referred to as “I” or “me”) desires to access certain real property and improvements located thereon (the “Property”) owned by the Albany County Land Bank Corporation, a New York not-for-profit corporation, or its subsidiary affiliate ACLB Holdings, LLC, a New York limited liability company (collectively the “Company”) for the purposes of conducting certain inspections, testing, studies and such other due diligence activities (whether singular or plural, hereinafter referred to as the “Studies”). In consideration of being permitted by the Company to enter the Property and conduct the Studies and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this agreement (this “Release”).

I ACKNOWLEDGE AND UNDERSTAND THAT THE PROPERTY OWNED BY THE COMPANY MAY BE IN VARIOUS STATES OF DISREPAIR. I ACKNOWLEDGE THAT THE COMPANY MAKES NO REPRESENTATION AS TO THE CONDITION OF THE PROPERTY OR THE SAFETY OF ANY STRUCTURES OR EQUIPMENT THAT MAY BE USED AT THE PROPERTY. I AM AWARE AND UNDERSTAND THAT ENTERING THE PROPERTY AND CONDUCTING THE STUDIES IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY ENTERING THE PROPERTY TO CONDUCT THE STUDIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM ENTRANCE ONTO THE PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, UNSAFE FLOORS, STAIRWAYS AND STAIRWELLS AND OTHER STRUCTURAL SUPPORTS; FALLING MATERIALS; EXPOSED PLUMBING, ELECTRICAL, HEATING AND OTHER MECHANICAL SYSTEMS; LEAD, MOLD, AND/OR ASBESTOS CONTAINING MATERIALS, DETRITUS AND OTHER HAZARDOUS MATERIALS; TRIPPING HAZARDS, BROKEN GLASS AND OTHER DANGEROUS DEBRIS; VERMIN AND/OR OTHER ANIMALS.**

I agree to defend, indemnify, and hold the Company, and its directors, officers, employees, members, contractors and agents (collectively, the “Releasees”) harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including attorneys’ fees), fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any Releasees in a final non-appealable judgment, arising out of or resulting from any claim of a third party related to my access to the Property or conducting the Studies, including any claim related to my own negligence, the negligence of the Company or the negligence of any Releasees.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during access to the Property. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. I hereby release, forever discharge, and hold harmless the Company and the Releasees from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company, the Releasees, me and our respective successors and assigns. All matters arising out of or relating to the making or performance of this Release, whether sounding in contract, tort or statute, shall be governed by and construed in accordance with and enforced under the internal laws of the State of New York (including its statute of limitations) without giving effect to any choice or conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Albany County, New York and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY OR ANY RELEASEES.

_____ Date: _____
(signature)

Print Name: _____

All entrants to the property must: 1) sign this waiver; 2) be age 18 or older, and; 3) wear proper personal protective clothing (including appropriate footwear). All entrants are strongly encouraged to bring their own flashlight and other personal protective equipment.