

WAIVER OF LIABILITY, ASSUMPTION OF RISK, & INDEMNITY AGREEMENT

Waiver: In consideration of being permitted to enter the property at 301 North 2nd Street (former St. Anne's School Building), hereinafter called "The Activity," I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** JR Specialties, Inc. (Owner of Property), its officers, employees and agents from liability from any and all claims including the negligence of JR Specialties, Inc., its officers, employees and agents, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries.

I have read the previous paragraphs and I know, understand, and appreciate these risks that are inherent to The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Owners of this property HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name (Print) of Participant

Verified Identification _____

Signature of Participant

Signature of Verifier: _____

Date

Name (Print) of Realtor

Signature of Realtor

Date