

**RELEASE AND WAIVER**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (the "Releasor") does hereby agree to release (i) Fifth Third Bank, an Ohio banking corporation, and any affiliated entities of Fifth Third Bank, (ii) Pamela Rose Auction Company, LLC, (iii) Fine & Company LLC, (iv) Renee Jones and (v) CBRE, Inc. (collectively, the "Releasee"), and forever discharges, waives, relinquishes and covenants not to sue with respect to any issues related to Releasor's entrance upon and/or inspection of that certain property located at 40 East 1<sup>st</sup> Street, Dayton, Ohio and 131 North Jefferson Street, Dayton, Ohio (the "Property").

This Release and Waiver specifically releases and disclaims any actions or causes of action which may hereafter arise, including any claims for illness, bodily injury, property damage or loss, or death arising from any claim of any kind or nature in connection with Releasor's entrance in or upon the Property. Releasor acknowledges that it shall assume all risks involved in entering upon the Property. Releasor further agrees, on behalf of himself or herself and his or her heirs, to indemnify and hold harmless Releasee from any and all claims, actions, demands, costs, liabilities, expenses or judgments whatsoever which might arise out of such entrance in or upon the Property. Releasor and Releasor's representatives and agents hereby waive any and all claims against Releasee and Releasee's agents for any injury to persons or damage to property arising out of any inspections or other work performed by Releasor or its representatives and agents at the Property, including but not limited to any damage to the tools and equipment of Releasor and Releasor's representatives and agents, all of which shall be brought onto the Property at the sole risk and responsibility of Releasor and Releasor's representatives and agents.

Releasor acknowledges that Releasor may become privy to confidential information regarding certain physical characteristics of the Property. Releasor agrees to take all steps to ensure that any information with regard to Property, which information is obtained by Releasor or any of its employees, officers, agents, counsel, accountants or representatives, shall remain confidential and shall not be disclosed or revealed to outside sources. Releasor has read and voluntarily signed this Release and Waiver, and further agrees that no oral representations, statements, or inducements have been made.

This the \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Driver's License # \_\_\_\_\_

Driver's License State \_\_\_\_\_