

SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION

I, [_____], hereby affirm that I have carefully read this (the “**Release**”) in its entirety.

By my signature below, I agree to each and every term and condition of this Release.

1. I acknowledge that the Prince George’s County, Maryland, by and through the Office of Central Services (the “**County**” or “**OCS**”) is the owner of the real property known as and located at _____ with all improvements located thereon (the “**Property**”).

2. I acknowledge and understand that the OCS has issued a Request for Proposals (“**RFP**”) for the Property and that the County, acting by and through the Office of Central Services, is offering potential respondents to said RFP an opportunity to view the Property at a “**Site Tour**” and, further, that the opportunity to view the Property does not constitute a response, representation, warranty or any other agreement on the part of the County with regard to the Property.

3. I represent that I am attending the tour for the Property at the date and time stated: _____, 20____ from _____ AM PM – _____ AM PM

4. I hereby agree to abide by the orders and directions of the representative(s) of OCS at the tour for the Property. If I fail to comply with such orders or directions, OCS may, in its discretion, demand that I leave the Property in which event I agree to do so immediately and without causing a disturbance.

5. I hereby acknowledge that the Property may be, either entirely or in part, in a state of disrepair or otherwise hazardous. I hereby assume all risks and accept full responsibility for any and all damage to myself or others arising from, or related to, my presence on the Property in connection with the tour. I understand and agree that neither I, my heirs, personal representatives, successors, grantees, and assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against the County, its officials, officers, employees, and agents as a result of any damage, injury, loss or death to myself or my property that arises out of my presence on the Property in connection with the tour.

6. I hereby indemnify and hold harmless the County, its officials, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney’s fees), of whatsoever kind and for injury, including personal injury or death of any person or persons, and for loss or damage to any property caused by or occurring in connection with, or in any way arising out of, my presence on the Property pursuant to this Release. If any action or proceeding as described in this paragraph is brought against the County, its officials, officers, employees, or agents for which I bear responsibility as expressly provided under this Release, upon written notice from the County, I shall pay any fees, costs or expenses incurred by the County to resist or defend such action or proceeding.

7. I hereby acknowledge and agree that the assumption of risk, promise not to sue, waiver of liability, and indemnification provided for in this Release includes loss, injury or damage as a result of the negligent acts or omissions by the County, its officials, officers, employees, and agents.

8. I hereby agree that nothing in this Release shall be deemed to waive any rights of any kind that the County, now has, or may hereinafter have, to assert any claim against me, including, without limitation, claims with respect to any and all past events or entry on the Property.

9. I hereby agree that if any provision of this Release is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release. The remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Release.

10. I hereby agree that this Release shall be construed under the laws of the state of Maryland without reference to conflicts of laws principles.

11. I hereby waive (i) any objection to the venue of any action filed in any court situated in the jurisdiction in which the Property is located, (ii) any right, claim, or power, under the doctrine of forum non convenien or otherwise, to transfer any such action to any other court, and (iii) trial by jury in any action, proceeding, claim, or counterclaim brought in connection with any matter arising out of or in any way connected with this Release.

12. I hereby agree that this Release shall be binding upon my heirs, personal representatives, successors, grantees, and assigns.

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

WITNESS:

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____