

APPENDIX B - SITE TOUR, WAIVER, RELEASE, AND INDEMNIFICATION

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SITE ACCESS, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____
(print name)

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 Housing Authority of Prince George's County (the "**HAPGC**") is the owner of the real property known as the Riverdale Small Acre Development Parcels 1-6 (the "**Property**") as more clearly defined in Appendix A of RFP 2021-SA1 (incorporated herein by reference) for the Small Acre Multifamily Rental Single Family Ownership Bench issued by the Housing Authority of Prince George's County.
2. I acknowledge and understand that HAPGC has issued a Request for Proposals ("**RFP**") for the Property and that HAPGC is offering potential Respondents to said RFP an opportunity to view the Property in which the potential Respondent is interested at an "open house," (the "**Tour**") and, further, that the opportunity to Tour the Property does not constitute an response, representation, warranty or any other agreement on the part of HAPGC with regard to the Property viewed.
3. I represent that I am attending the Tour for the Property at the date and time stated:

_____, 2021 from _____ AM / PM – _____ AM / PM
4. I hereby agree to abide by the orders and directions of the representative(s) of HAPGC at the Tour for the Property. If I fail to comply with such orders or directions, HAPGC 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 any and 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. 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 HAPGC, 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.

6. I hereby agree to indemnify, [defend] and hold harmless HAPGC, its officials, officers, employees, and agents from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney's fees), of whatsoever kind and for injury, including, without limitation, 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. If any action or proceeding as described in this paragraph is brought against HAPGC, its officials, officers, employees, or agents for which I bear responsibility as expressly provided under this Release, upon written notice from HAPGC, I shall, pay any and all fees, costs or expenses (including reasonable attorney's fees) incurred by HAPGC 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 any negligent acts or omissions by HAPGC, its officials, officers, employees, or agents.
8. I hereby agree that nothing in this Release shall be deemed to waive any rights of any kind that HAPGC 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 conveniens 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: _____
Title: _____
Phone Number: _____
Email Address: _____
Business Address: _____

WITNESS:

Date: _____
Signature: _____
Print Name: _____
Affiliation: _____
Phone Number: _____
Email Address: _____
Business Address: _____