

INDEMNITY, RELEASE OF LIABILITY AND WAIVER

The undersigned (“I”, “me” or “my”), a prospective purchaser of the property known as the Grand Street Properties and consisting of the following tax parcels:

City of Newburgh 31-2-18 (48 Grand Street-former Masonic Temple)
City of Newburgh 31-2-13.2 (54 Grand Street-former YMCA)
City of Newburgh 31-2-19 (62 Grand Street-former American Legion)

(the “Subject Properties”), in consideration for the right to enter onto the Subject Properties for the limited purpose of performing a visual inspection of the Subject Premises, agree as follows:

1. No Contractual Relationship. I understand that my signing this Indemnity, Release of Liability and Waiver (“Waiver”) creates no contractual agreement with the County of Orange (hereinafter referred to as the “County”) beyond this Waiver.
2. No Warranty as to Condition of Premises. The County has not made any representation(s), warranty(ies) or inducement(s) to the undersigned regarding the condition of the Subject Properties.
3. Assumption of Risk. I have been made aware of the fact that my voluntary entry upon the Subject Properties exposes me to conditions, whether blatant or visible, or known or unknown that may be dangerous, hazardous or otherwise subject me to risk. Conditions may include but are not limited to: asbestos, lead, mold, construction or demolition debris, pooled water, etc. I hereby expressly and knowingly assume and release the County from all such conditions, risks and hazards which may be associated with the Subject Properties and my entry upon the Subject Properties. I acknowledge and understand it is my sole responsibility to equip myself with any personal protective equipment I may deem necessary.
4. No Utilization of Photographs or Images in Litigation Against the County. My entrance to the Subject Properties is being authorized under the County’s Request for Proposals for the sale of the Subject Properties for the sole purpose of examining the Subject Properties to potentially submit a purchase proposal. I expressly agree not to use or authorize the use of the photographs for any litigation related purpose except upon the written consent of the Orange County Attorney and agree to prohibit the use of photographs, if distributed to, transferred to, or otherwise sold or given to anyone other than Orange County Government (“County”) for any litigation-related purposes. I agree to cooperate in litigation to enjoin the use of the photographs or images for such purposes.
5. Release and Indemnity. I, for myself, successors and assigns, hereby release and discharge the County, its officers, employees, agents, servants, and representatives, from any and all liability, claims, actions, causes of action, damages, suits, demands and losses, including attorneys' fees, of any kind whatsoever at common law, statutory or otherwise, known or unknown, which arise, directly or indirectly, out of, occur during, or are in any way connected with my entrance to the Subject Properties, including, but not limited to: any damage, accident, allergy, allergic reaction, asthma or any other sickness, injury, temporary or permanent disability, or death (collectively, the "Claims").

I hereby agree to indemnify, defend, save and hold harmless the County, its officers, employees, agents and servants from all Claims they may incur by my entering the Subject Properties.

It is further understood and agreed that this is a complete waiver of liability, that there are no other written or oral understandings or agreements, directly or indirectly, connected with this Waiver, and that this Waiver contains the entire agreement between the undersigned and the County. This Waiver shall be binding upon and inure to the benefit of the successors, assigns, representatives and legal representatives of the undersigned and the County.

The undersigned further expressly agrees that the foregoing Waiver is intended to be as broad and inclusive as is permitted by the law of the state of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. Access Termination. I acknowledge that my right of access to the Subject Properties can be immediately terminated with or without cause by the County.

7. Governing Law and Venue. The undersigned expressly agrees that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that it shall be governed by and interpreted in accordance with the laws of the State of New York. I agree that the venue for any claim in relation to this Waiver or resulting from my entrance to the Subject Properties shall be in Orange County, NY Supreme Court or, if eligible and brought in Federal Court in the nearest Federal Court to Orange County, NY.

8. Representations. In signing this waiver, I acknowledge and represent that I:
 - a. have read the foregoing Waiver;
 - b. understand it and sign it voluntarily as my own free act and deed;
 - c. no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made by the County, its officers or employees;
 - d. am at least eighteen (18) years of age and fully competent;

and I execute this Waiver, fully intending to be bound by the same.

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____