



June 26, 2020

SAMPLE WAIVER: You need to tailor this for your individual appraisal business by consulting with your legal advisor. Consideration of the context of the specific services being performed (including the location(s) and therefore appraisers should not be just copying and pasting this form.

**Assumption of Risk and Release and Waiver of Liability Relating
to COVID-19 and other Variants**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and while medical knowledge of the virus is developing, it is presently believed to spread mainly from person-to-person contact, with additional methods of transmission potentially including contact with contaminated surfaces and/or objects. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Appraiser has taken certain steps to implement recommended guidance and protocols issued by relevant public health agencies for reducing the likelihood of transmission of COVID-19; however, Appraiser **cannot guarantee** that Client or other occupants of or visitors (collectively with each of their and Client's respective personal representatives, heirs, executors, administrators, and assigns, "Occupants") to the premises where the Appraiser's services are being performed (any such agreed locations, collectively, the "Locations") will not become infected with COVID-19. Further, **proceeding with the appraisal services could increase** the likelihood of Client and/or Occupants contracting COVID-19.

By signing this agreement, Client acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure to or infection with COVID-19 resulting from the appraisal services, including without limitation from the actions, omissions, or negligence of Appraiser. Client further acknowledges that such exposure or infection may result in quarantine requirements, personal injury, illness, temporary and/or permanent disability, and/or death (collectively, the "Risks").

In consideration for the valuable appraisal services being provided, Client, on its own behalf and that of Occupants, voluntarily agrees to assume all of the foregoing Risks and accept sole responsibility for any injury Client and/or any other Occupants at the



Locations may experience or incur in connection with the appraisal services. Client, on its own behalf and that of Occupants, hereby waives, releases, covenants not to sue,

discharges, and holds harmless Appraiser (and Appraiser's employees, agents, and representatives) from and against all claims, actions or causes of action, costs or expenses (including attorneys' fees), judgments, liabilities, losses, and/or damages of any kind arising out of or relating to the appraisal services (collectively, "Claims"). Client understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of the Appraiser, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after the provision of any appraisal services.

In addition, Client agrees to immediately notify Appraiser if any services are scheduled to be performed within 14 days after any of Client or any Occupants (i) have returned or are returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) have been exposed to any person returning from areas subject to a CDC Level 3 Travel Health Notice, (iii) have been exposed to any person who has a suspected or confirmed case of COVID-19, (iv) have experienced or are experiencing symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath, or loss of taste or smell, or (v) have a suspected or diagnosed/confirmed case of COVID-19. In the event of any of the foregoing, Client agrees that Appraiser may postpone or terminate the appraisal services without penalty.

[for California-based contracts: The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."]

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM APPRAISER IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AS A RESULT OF PERFORMANCE OF THE APPRAISAL SERVICES AND ANY ILLNESS, INJURY OR DEATH



RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability and agree to its terms.

Client

Date