

PROPERTY INSPECTION ACCESS & LIABILITY WAIVER AGREEMENT

Property Address: 21 Kilburn Crescent Frankston 3199

Seller: \_\_\_\_\_

Buyer/Visitor Name: \_\_\_\_\_

Date of Access: \_\_\_\_\_

1. PURPOSE OF ENTRY

Buyer/Visitor requests permission to enter and inspect the above-referenced property (the "Property"), which has sustained significant fire damage and may contain structural hazards, debris, exposed wiring, unstable surfaces, hazardous materials, or other dangerous conditions.

2. ACKNOWLEDGMENT OF RISK

Buyer/Visitor acknowledges and understands that:

- The Property is in a damaged and potentially unsafe condition.
- There may be hidden or visible hazards.
- Entry is at Buyer/Visitor's own risk.
- Seller has not made any representations regarding safety.

Buyer/Visitor voluntarily assumes all risks of injury, death, property damage, or other loss arising from entry onto the Property.

3. RELEASE AND WAIVER OF LIABILITY

In consideration for being allowed to enter the Property, Buyer/Visitor hereby releases, waives, and forever discharges the Seller, the property owner, agents, contractors, representatives, and assigns from any and all claims, demands, causes of action, damages, losses, liabilities, costs, or expenses of any kind arising out of or related to entry onto or presence at the Property, including but not limited to personal injury, death, or property damage, whether caused by negligence or otherwise, to the fullest extent permitted by law.

4. INDEMNIFICATION

Buyer/Visitor agrees to indemnify and hold harmless the Seller and property owner from any claims brought by Buyer/Visitor or any third party accompanying Buyer/Visitor arising from entry onto the Property.

5. NO WARRANTY

Access to the Property is provided "AS IS" and "WHERE IS." Seller makes no warranties, express or implied, regarding the condition or safety of the Property.

6. INSURANCE

Buyer/Visitor represents that they have adequate health and liability insurance coverage, or otherwise accept full financial responsibility for any injury or damage.

7. GOVERNING LAW

This Agreement shall be governed by the laws of Victoria and Australia.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement regarding access to the Property and may not be modified except in writing signed by all parties.

BUYER / VISITOR:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

SELLER (Optional Acknowledgment):

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_