

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH SEEKING VACANT HOUSES FOR FIVE-STAR INVESTMENT GROUP including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity, including, but not limited to, mental impairment, physical limitations, or medications. I further certify that I am an independent contractor (“Independent Contractor”) and I have not been hired by Five-Star Investment Group to perform the activities on behalf of Five-Star Investment Group. I perform all activities of my own accord and not under the direction, control, or oversight of Five-Star Investment Group.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS Five-Star Investment Group and/or their directors, officers, employees, volunteers, representatives, and members;

(B) INDEMNIFY AND HOLD HARMLESS the entities or persons mentioned in this paragraph from any and all liabilities, claims, expenses, including attorney fees and court costs incurred by Five-Star Investment Group as a result of participation in this activity, whether caused by the negligence of release or otherwise.

(C) FIVE-STAR INVESTMENT GROUP HAS MADE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PROPERTIES WHICH HAVE BEEN IDENTIFIED. I AGREE NOT TO ENTER TO INSPECT ANY OF THE PROPERTIES, OR TRESPASS UPON THE PROPERTIES IN ANY WAY.

(D) I CONSENT TO VENUE IN HAMILTON COUNTY, INDIANA FOR ALL LEGAL PROCEEDINGS ARISING OUT OF THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM.

I acknowledge Five-Star Investment Group and/or their directors, officers, employees, volunteers, representatives, and members are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve driving a vehicle that is my sole responsibility for anything that happens to the vehicle, in the vehicle, or to other vehicles or persons involved and Five-Star Investment Group and/or their directors, officers, employees, volunteers, representatives, and members will not be held responsible. I understand that driving a vehicle has the potential for death, serious injury, and property loss. I certify that I have car insurance coverage for the vehicle that I drive, and that the coverage has not lapsed.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING HEREIN OR I HAVE WAIVED MY RIGHT TO CONSULT WITH COUNSEL AND SIGN OF MY OWN ACCORD.