WAIVER, RELEASE, AND ASSUMPTION OF RISK FOR VIEWING REAL PROPERTY

This Waiver, Release, and Assumption of Risk ("Agreement") is made on _____, 20____, by the undersigned visitor ("Visitor") in favor of _____ ("Owner"), concerning the real property located at _____, Alabama ("Property"). Visitor wishes to enter the Property solely to inspect or view it in connection with a possible purchase or other authorized evaluation.

1. Permission and Scope of Entry

Owner grants Visitor a temporary, revocable license to enter the Property at the date and time authorized by Owner. Entry is limited to ordinary visual observation. Visitor shall not enter locked, posted, unsafe, or restricted areas; climb on roofs, ladders, trees, structures, equipment, or unstable surfaces; operate machinery, vehicles, electrical systems, utilities, or controls; disturb animals; remove items; or perform destructive or invasive testing without Owner's separate written permission. Visitor shall follow all instructions given by Owner or Owner's representative and shall leave when requested.

2. Condition of Property; Known Hazards

Visitor understands that the Property may be vacant, unimproved, under construction, occupied, weather-exposed, or otherwise contain hazards, including uneven or slippery surfaces; holes, ditches, debris, loose flooring, stairs, low clearances, sharp objects, insects, wildlife, vegetation, water, electrical components, structural defects, mold, or other conditions that may be open, concealed, known, or unknown. Owner identifies the following known hazards or restricted areas:

_____

_____

_____.

3. Voluntary Assumption of Risk

Visitor acknowledges that entry is voluntary and may involve risk of bodily injury, death, illness, or property damage. Visitor has had an opportunity to ask questions, agrees to use reasonable care, and knowingly assumes all ordinary and

inherent risks associated with entering and viewing the Property, whether or not specifically described in this Agreement, to the fullest extent permitted by Alabama law.

4. Release and Covenant Not to Sue

To the fullest extent permitted by Alabama law, Visitor releases and agrees not to sue Owner and Owner's agents, employees, representatives, heirs, successors, and assigns ("Released Parties") for claims arising from Visitor's entry onto or presence at the Property, including claims for ordinary negligence. This release does not apply to liability that cannot lawfully be waived, including liability resulting from a Released Party's gross negligence, wantonness, willful or intentional misconduct, fraud, or knowing concealment of a material dangerous condition.

5. Responsibility for Guests, Minors, and Damage

Visitor shall be responsible for all persons accompanying Visitor and shall not bring a minor onto the Property unless the minor's parent or legal guardian is present and signs a separate agreement. Visitor shall reimburse Owner for property damage directly caused by Visitor or Visitor's guests through negligent, reckless, or intentional conduct. Visitor agrees to defend and indemnify the Released Parties against third-party claims arising from such conduct, except to the extent caused by a Released Party's conduct that cannot lawfully be waived.

6. Medical Fitness and Emergency Care

Visitor represents that Visitor is physically able to enter and view the Property safely and will use suitable footwear and precautions. If an emergency occurs, Visitor authorizes reasonable emergency assistance but remains responsible for Visitor's medical and related expenses, except as otherwise required by law.

7. No Representation Regarding Condition or Purchase

Except for written disclosures separately provided by Owner and any nonwaivable duties imposed by law, Visitor understands that permission to view the Property is not a representation or warranty that the Property is safe, suitable, code-compliant, or free from defects. This Agreement does not replace a purchase contract, seller disclosure, professional inspection, title review, survey, environmental assessment, or other due diligence.

8. Governing Law; Severability; Entire Agreement

This Agreement shall be governed by Alabama law. Any action relating to this Agreement shall be brought in a court of competent jurisdiction in the Alabama county where the Property is located, unless applicable law requires otherwise. If any provision is held unenforceable, it shall be limited to the minimum extent necessary and the remaining provisions shall continue in effect. This Agreement contains the entire agreement concerning Visitor's entry and may be modified only in a writing signed by Visitor and Owner.

9. Acknowledgment and Signatures

VISITOR ACKNOWLEDGES THAT VISITOR HAS READ THIS AGREEMENT, UNDERSTANDS THAT IT AFFECTS LEGAL RIGHTS, HAS HAD THE OPPORTUNITY TO CONSULT COUNSEL, AND SIGNS IT FREELY AND VOLUNTARILY.

Visitor	**Owner / Authorized Representative**
Printed name: _____	Printed name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Phone / Email: _____	Phone / Email: _____
Emergency contact: Name: _____ Phone: _____	
Witness: Printed name: _____ Signature: _____ Date: _____	