

WAIVER AND RELEASE OF LIABILITY

Auction For 114 - 152 North Summit Street, Toledo, Ohio 43604 | Fort Industry Square

In consideration of the risk of injury while participating in the auction (the "Activity") and as consideration for the right to participate in the Activity, I hereby, for myself my heirs, executors, administrators, assigns, or personal representative, knowingly and voluntarily enter into this waiver and release of lien and hereby waive any and all rights, claim or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Landowners and Managers, Fort Industry Manager LLC, Midland Title Agency of Northwest Ohio, Louisville Title Agency as trustees and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this activity.

I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely on my own I am aware of the risks associated with participating in this activity which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary apartment disability and clean paralysis, economic or emotional loss, and death. I understand that these injuries or outcomes may arise for my own or others conditions related to travel on the condition of the activity locations. Nonetheless, I assume all we need to rest, both known or unknown to me, my first patient's activity, including traveling to, from injuring this activity.

I agreed to indemnify and hold harmless Land Owner and Pamela Rose Auction Company, LLC and Landowners and Managers, Fort Industry Manager LLC, Midland Title Agency of Northwest Ohio, Louisville Title Agency as trustees and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorneys fees and any related costs, if litigation arises pursuing to any claims made by me or by anyone else acting on my behalf. If Pamela Rose Auction Company, LLC, Landowners and Managers, Fort Industry Manager LLC, Midland Title Agency of Northwest Ohio, Louisville Title Agency as trustees and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, incurs any of these types of expenses, I agree to reimburse Pamela Rose Auction Company, LLC, Landowners and Managers, Fort Industry Manager LLC, Midland Title Agency of Northwest Ohio, Louisville Title Agency as trustees and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, and Land Owner.

I acknowledge that Pamela Rose Auction Company, LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Pamela Rose Auction Company, LLC.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Land Owner, Pamela Rose Auction Company, LLC, Landowners and Managers, Fort Industry Manager LLC, Midland Title Agency of Northwest Ohio, Louisville Title Agency as trustees and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims of cause of action and I agreed to voluntarily give up or waive any right that I otherwise have to bring a legal action against Pamela Rose Auction Company, LLC, Landowners and Managers, Fort Industry Manager LLC, Midland Title Agency of Northwest Ohio, Louisville Title Agency as trustees and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, and Land Owner, for personal injury or personal damage.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of me or my family, contractor or vendor willfull actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

Bidder agrees to remove items at their own risk and buyers assume responsibility for liability caused by them for any injury or damage. If an item requires special tools for removal, requires disassembly for removal, it may utilize if needed, special tools. Bidder must use a licensed and bonded moving company, or other applicable contractor or insured individual must remove item(s). Bidder is responsible to insure they remove equipment during the stated removal times. Bidder is responsible for tidy and safe removal of any item from auction.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and Pamela Rose Auction Company, LLC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability should be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause sever does not affect the intent of the parties. If a court shall find that any provisions of this agreement to be invalid or unenforceable, but that I limiting said provision it would become Fallon and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, and I fully understand its content in that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Bidder #: _____

Bidder agrees they have received a copy of this Agreement.

Signature: _____

Date: _____