



DISCLOSURE AND RELEASE

WHEREAS, _____ ("Releasor") has indicated the desire to enter the real estate located at _____ (the "Property") which is owned by the Wilmington Neighborhood Conservancy Land Bank and/ or the City of Wilmington (Delaware) for the sole purpose of PROPERTY INSPECTION;

WHEREAS, Wilmington Neighborhood Conservancy Land Bank and/or the City of Wilmington has been informed that unsafe conditions may existing on or in the property, and/or as a result of a water leak, mold and/or other microscopic organisms may exist at the Property and such microscopic organisms and/or mold may cause physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons; and

WHEREAS, it is the Wilmington Neighborhood Conservancy Land Bank's and/or the City of Wilmington's intention, to disclose these matters to Releasor via this Disclosure and Release; and

WHEREAS, notwithstanding these matters, Releasor desires to enter the Property;

NOW THEREFORE, Releasor voluntarily, willingly and knowingly executes this disclosure and release with the express intention of effecting the extinguishment of obligations designated in this release below: 1. Releasor hereby acknowledges that he has read this Disclosure and Release and is aware of the conditions set forth therein. Notwithstanding this disclosure, Releasor still desires to enter the Property. 2. Releasor hereby acknowledges and agrees that Wilmington Neighborhood Conservancy Land Bank and/or the City of Wilmington (Delaware), its officers, employees, agents, successors and assigns shall not bear any responsibility (financial or otherwise) for any loss or damages or injury or inconvenience sustained by Releasor caused by, related to or in conjunction with the inspection of the Property or arising out of the conditions of the Property. 3. Releasor, with the intention of binding Releasor, Releasor's heirs, executors, administrators and assigns, release, forever discharges and holds harmless Wilmington Neighborhood Conservancy Land Bank and/or the City of Wilmington (Delaware), its officers, employees, agents, successors, and assigns of and from any and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law Releasor or in equity, against Wilmington Neighborhood Conservancy Land Bank and/or the City of Wilmington (Delaware), its officers, employees, agents, successors and assigns which ever had, now has, or may have, or which MOUNT's successors, heirs, executors, or administrators, hereafter can, shall, or may have, for, on, or by reason of any matter, cause, or thing whatsoever arising from the subject of this release.

Releasor elects to, and does, voluntarily and willingly assume all risks for claims arising after the date of this release, known or unknown, arising from the subject of this release, in favor of Releasor, and the Releasor's heirs, executors, administrators, successors, or assigns, and knowingly, voluntarily and expressly releases the Wilmington Neighborhood Conservancy Land Bank and/or the City of Wilmington (Delaware), its officers,

Initials _____



employees, agents, successors and assigns from any and all liability for claims arising out of such matters. I/We, the undersigned, have read this release and understand all of its terms.

The right of use shall be started _____ and terminated_____.

The signer, its officers, agents and employees shall defend, indemnify and hold harmless the City of Wilmington, its officers, agents and employees for any injury, claims, demands, damages, suits and causes of action on account of damage or loss to property, including real and personal property, and bodily injury or death resulting from the use of the property. The signature below of the authorized representative of the signer indicates an understanding and acknowledgement of the above obligations and responsibilities of this agreement and an agreement to be legally bound by thereby.

Signed: _____

Printed name: _____

Signed: _____

Printed name: _____

For the Wilmington Neighborhood Conservancy Land Bank (WNCLB):

Dated: _____

Signed: _____

Printed Name: _____

For the City of Wilmington (Delaware) *if applicable*

Dated: _____

Signed: _____