



WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT – COVID-19/SELLER

Concerning:

Property Address: 2011 Kunuga Dr, Jonesboro, GA 30236 (“Property” or “House”)

Seller 1: Presteen Whiteside (“Seller 1”)

Seller2: \_\_\_\_\_ (“Seller 2”)

Listing Agent 1: Shimeka Medley (“Agent”)

Listing Agent 2: \_\_\_\_\_ (“Agent”)

Broker: Keller Williams Atlanta Classic (“Broker”)

In consideration of the efforts made by Agent and Broker to sell the Property on my/our behalf, I/we agree as follows:

1. I/we acknowledge that Agent and Broker together are helping me/us to sell our Property and have to physically meet us and enter the Property to do their job. The Agent and Broker have to prepare the Property for sale, show the House to potential purchasers, and assist others who come onto the Property like contractors, repairmen, appraisers, inspectors, photographers, stagers, etc. Because COVID-19 can be transmitted to others as part of any physical interaction, I/we acknowledge and accept all risks involved with Agent and Broker (or those working for them) helping us me/us sell our Property. Agent and Broker will not knowingly expose us to COVID-19 but may do so unknowingly. I/we accept and voluntarily incur all risks of any COVID-19 related injuries, damages, or harm which may arise from Agent and Broker (or those working for them) meeting us or entering the Property.
2. I/we waive all claims against Agent and Broker for any COVID-19 related injuries, damages, losses or claims, including but not limited to a claim for wrongful death, whether known or unknown, which arise during the course of Agent and Broker doing their job as long as Agent and Broker do not intentionally expose me/us to COVID-19. I/we release and forever discharge Agent and Broker from all such claims. I understand that this release also extends to others helping Agent and Broker including contractors, repairmen, appraisers, inspectors, photographers, stagers, and other employees and agents working for Agent and Broker.
3. I/we agree to indemnify and hold Agent and Broker harmless from all COVID-19 related claims, causes of action, losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by Agent and Broker or those claiming through them as a result of any claims or suits that I/we (or anyone claiming by, under or through me/us) may bring against them to recover any losses, liabilities, costs, damages, or expenses, including reasonable attorney’s fees, which arise during or result from the activities of Agent and Broker done in the normal course of business.
4. I/we have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I/we understand it fully and I/we execute it freely and voluntarily without any force, duress, or pressure from any third party including the Agent and Broker.

