

Hold Harmless Agreement & Waiver

⚠ IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND ACCEPT ALL TERMS.

This Hold Harmless Agreement ("Agreement") is made effective on
[Date: _____], by and between **Taylor Jansen**, of 23875 Enriquez Dr, Diamond Bar,
California 91765, and
[Full Name of Guest: _____], of
[Address of
Guest: _____],
and, if applicable, [Guest's Real Estate Agent: _____], of
[Agent's
Address: _____],
hereinafter collectively referred to as the "Guest."

WHEREAS, in consideration of being granted access to view the Property located at 29412 Water Street, Highland, California 92346 (the "Property") , the Guest desires to hold harmless Taylor Jansen from any claims and/or litigation arising out of the Guest's entrance upon the Property;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Taylor Jansen and the Guest hereby agree as follows:

1. Assumption of Risk and Waiver of Negligence

The Guest understands and voluntarily assumes all risks associated with entry to and presence on the Property, including but not limited to personal injury, illness, property damage, or death, whether caused by active or passive negligence or otherwise.

The Guest specifically acknowledges and accepts risks that may arise from known conditions on the Property, which include but are not limited to:

- Staircases constructed prior to modern building codes or safety regulations;
- The presence of live animals, including horses;
- Hazards related to the Property's original construction in the 1890s;
- An exposed or non-functioning elevator shaft;

- An orange grove containing uneven terrain, low-hanging branches, insects, and agricultural equipment;
 - Other natural, structural, or environmental dangers that may not be immediately apparent.
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2. Hold Harmless

The Guest shall fully defend, indemnify, and hold harmless Taylor Jansen from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, and/or injury of any kind whatsoever, including attorney's fees and costs.

3. Additional Individuals Covered

This waiver also applies to any individuals accompanying the Guest onto the Property, including but not limited to children, family members, agents, or contractors.

4. Authority to Enter Agreement

Each Party affirms they have the legal power and authority to enter into this Agreement.

5. Amendment and Modification

No changes to this Agreement shall be valid unless made in writing and signed by both Parties.

6. Waiver

Failure to enforce any provision shall not constitute a waiver of that or any other provision.

7. Attorneys' Fees and Costs

The prevailing Party in any legal action shall be entitled to recover reasonable attorneys' fees and costs.

8. Entire Agreement

This document contains the entire agreement between the Parties and supersedes all prior understandings, whether oral or written.

9. Enforceability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. Applicable Law

This Agreement shall be governed exclusively by the laws of the State of California.

11. Exclusive Venue and Jurisdiction

Any disputes arising under this Agreement shall be resolved in the state or federal courts located in California. The Parties consent to the personal jurisdiction of such courts.

12. Notice of No Insurance

The Guest acknowledges and understands that the Property is **not covered by any active liability, hazard, or medical insurance policy**, and that any injury, loss, or damage sustained while on the premises will **not be covered by insurance**. The Guest agrees to accept full responsibility for any costs, damages, or liabilities arising from their presence or the presence of any accompanying individuals on the Property.

Disclaimer

This Agreement does not:

- (a) Assure that the premises are safe for any particular purpose;
 - (b) Confer upon the Guest the legal status of an invitee or licensee to whom a duty of care is owed;
 - (c) Impose responsibility or liability on Taylor Jansen for any injury to person or property caused by the act or omission of any person or entity; or
 - (d) Provide any insurance coverage or compensation for injury, damage, or loss of any kind.
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Signatures

Taylor Jansen  Taylor Jansen 07/11/25

Signature: _____ Date: _____

Guest Name: _____

Signature: _____ Date: _____

Agent Name (if applicable): _____

Signature: _____ Date: _____