

VISITOR'S RELEASE AND INDEMNIFICATION AGREEMENT

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This Visitor's Release and Indemnification Agreement is made and entered into this date of _____ by and between True Gem LLC ("owner, seller TG"), and _____ ("Visitor"). WHEREAS, Visitor desires to visit the Construction site of property being sold which is located at 1621 Coronado Ave, Spring Valley, CA 91977 (construction site) being constructed for TG ("Owner") and WHEREAS, Owner and the real estate agent desire that they be fully protected from any liability or damages that may arise in connection with any visit by Visitor to the construction Site, and WHEREAS, **Visitor has been advised that entering the construction Site involves inherent potential serious hazards, including risk of severe bodily personal injury or fall from a slippery or uneven surfaces due to the existence of construction activities, slippery driveways, steep inclined surfaces, and debris.**

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties mutually covenant and agree as follows:

Visitor acknowledges and participate in the Activity is knowing, voluntary, and made for his personal benefit. These risks and dangers may result not only from his own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment. Visitor and it's agents understand and have considered the risks involved, and they voluntarily and freely choose to assume these risks.

1. Visitor, for themselves, their heirs, successors, or assigns, hereby releases and forever discharges the Contractor. Contractor's Subcontractors, the Owner seller TG, and all officers, employees, agents, personal representatives, successors, and assigns of each from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, by any present or future law, state or federal or any other county, which Visitor may now have or hereafter have against any of the persons or entities herein released and discharged, arising from, or in connection with, any visit to the construction Site. Visitor FULLY AND FOREVER RELEASE AND DISCHARGE THE owner and agents FROM ANY AND ALL INJURIES (INCLUDING DEATH), LOSSES, DAMAGES, CLAIMS (INCLUDING NEGLIGENCE CLAIMS), DEMANDS, LAWSUITS, EXPENSES, AND ANY OTHER LIABILITY OF ANY KIND, OF OR TO visitor, visitor's property, OR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY ARISING OUT OF, CONCERNING, OR RELATING TO visitor's PARTICIPATION IN THE ACTIVITY, EVEN IF IT IS DUE TO THE NEGLIGENCE, OMISSION, OR OTHER FAULT OF THE owner or its agents
2. Visitor, for themselves, their heirs, successors, and assigns, agree to indemnify and hold harmless the Owner and all officers, employees, agents, personal representatives, successors, and assigns of each of them, from and for any damage, loss, or expense, including attorney's fees, incurred or sustained by any of the persons or entities indemnified and held harmless herein, as a result of any claim, action, or right of action by any third party or by Visitor arising out of, or in connection with, any visit or visits by Visitor to the Job Site.
3. Visitor has read and agrees to strictly comply with owner's Safety Rules on this document and any other directions to Visitor by Owner or its agents during any visits by Visitor to the construction Site. Contractor and Visitor declare that the terms of this Release and Indemnification Agreement have been completely read and are fully understood and voluntarily agreed upon.
4. Visitor hereby certify that visitor have adequate insurance to cover any injury or damage to him/his agents may cause or suffer while participating, or else visitor agree to bear the costs of such injury or damage to himself or herself or to his/her agent. I FURTHER CERTIFY THAT VISITOR HAVE NO MEDICAL OR PHYSICAL CONDITIONS WHICH COULD INTERFERE WITH VISITOR'S SAFETY IN THE ACTIVITIES, OR ELSE VISITOR IS WILLING TO ASSUME—AND BEAR THE COSTS OF—ALL RISKS THAT MAY BE CREATED, DIRECTLY OR INDIRECTLY, BY ANY SUCH CONDITION.

Indemnification: I WILL DEFEND, INDEMNIFY, HOLD HARMLESS, AND REIMBURSE THE owner True Gem LLC and its agents FROM AND FOR ALL DAMAGES, LOSSES, COSTS, OR EXPENSES (INCLUDING LEGAL FEES), INCURRED BY THE visitor buyer OR PAID BY THEM TO ANY PERSON (INCLUDING ME OR MY INSURERS), IN RESPECT OF ANY ACCIDENT, INJURY (INCLUDING DEATH), LOSS, OR PROPERTY DAMAGE, HOWEVER CAUSED, RESULTING FROM MY PARTICIPATION IN THE ACTIVITY. I WILL REIMBURSE THE RELEASED PARTIES IF ANYONE MAKES A CLAIM AGAINST THE RELEASED PARTIES IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ACCIDENT I MAY BE INVOLVED IN OR ANY INJURY, LOSS, DAMAGE TO ME, OTHER PARTIES, OR PROPERTY, HOWEVER CAUSED

Covenant not to sue: I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against the owner or it's agents nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my property arising out of, concerning, or relating to my participation in the Activity, and I waive any right I may have to do so. This means that I cannot sue to hold the owner True gem LLC and it's agents responsible for any injury, loss, or damage sustained by me, other parties, or my property, even if it is due to the negligence, omission, or other fault of the owner or its agent. I waive my insurers' right to make a claim against the owner or its agents based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against the owner True Gem LLC.

SEVERABILITY. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction

CHOICE OF LAW AND FORUM. This Agreement is binding on and shall inure to the benefit of the Released Parties, me, and our respective successors and assigns. All matters arising out of, concerning, or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the STATE OF California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising out of, concerning, or relating to this Agreement may be brought only in the federal and state courts located in San Diego COUNTY, California, and I hereby consent to the exclusive jurisdiction of such courts.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE BY READING IT BEFORE SIGNING IT. BY MY SIGNATURE BELOW I UNDERSTOOD AND AGREE TO THE ALL TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this Release and Indemnification Agreement as of the date first set forth above.

Visitor, Buyer, Buyers agent, buyers contractors

True Gem LLC Construction Job Site Visitor's Safety Rules:

We respectfully request that all of our Job Site Visitors acknowledge and agree to abide by the following basic safety rules:

1. All visits must be scheduled in advance with Coastal and/or the Owner's Representatives.
2. All Visitors must wear hard sole shoes and hats. No high heels shoes or open toe footwear are allowed.
3. Be aware that work is in progress that can create changes in floor elevations.
4. Do not look up above your immediate line of sight while walking.
5. Job Sites can be dusty and wet and slippery at times. Therefore Visitors are requested to wear proper attire.
6. Be personally responsible for yourself and those around you, ultimately though, you are responsible for your own safety

RELEASE BY READING IT BEFORE SIGNING IT. BY MY SIGNATURE BELOW I UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS

Visitor, Buyer, Agents of buyer/Visitor