

WAIVER AND RELEASE OF LIABILITY FORM

250.9 acres of Dagsboro Timberland - Map 233-10.00-80.00

I, _____, hereby assume any and all risks to life, health, and/or property associated with the access to and inspection of the private timberland property along Gum Tree Road; Dagsboro, Delaware [Map 233-10.00-80.00]. Owners of record being released from any and all liability include: Fenwick Limited Partnership, "Dennis P. O'Neal and Kathryn J. Law, Trustees Under Revocable Trust Agreement of Dennis P. O'Neal and Kathryn J. Law Dated 8/16/13", Ethel H Webb TUW dated 11-10-95 FBO Ken Webb, William A. Law III, Eric C. Law, Annette S. Law Martin, Reed A. Law, their trustees, spouses, partners, heirs and/or beneficiaries.

I understand that the property is NOT managed and is posted with "NO HUNTING" and "NO TRESPASSING" signs. Paths, trails and roads are NOT maintained. SAFE PASSAGE is NOT IMPLIED nor guaranteed.

Access to the property is being granted by the owners in exchange for the complete release of any liability for damage to my personal property and/or personal injury, dismemberment and/or death. Access does NOT include cutting of trees, any type of markings of trees, placing any object onto or into trees (nails, screws, spikes, tags, tree/hunting stands, or otherwise). Access is for viewing/visual inspection for purchase only. No timber or anything preexisting is to be removed. Means of access is exclusively my choice and my expense; either by foot or motorized vehicle.

I realize that trekking through unmanaged & forested property can be physically taxing and I am accepting all risks. I am confirming that I am physically up to the task and assuming sole responsibility for the use of, damage to or caused by any motorized or electric vehicle I may bring onto the property including, but not limited to; trucks, SUV, UTV, ATVs, motorcycles, dirt bikes, etc.

I am aware that unmanaged timberland is likely to contain all the normal dangers of unmanaged forests, including but not limited to; barbed wire, power lines, thorny brush, wild animals, insects, pot holes, ponds, mud holes, ditches, broken glass or other sharp objects, fallen trees, falling branches/objects and falling trees.

As a potential buyer, I acknowledge that signing this waiver means that I will be entering the property exclusively at my own risk and assume all responsibility for any associates, agents or representatives I may send to the property on my behalf who fail to sign this waiver.

This Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Signature: _____ Date: _____

Name: _____ Date of Birth: _____

(If under 18 years old, Parent or Guardian must also sign.)

Witness: _____ Date: _____
(Listing Agent or Buyers Agent)