COMMERCIAL PROPERTY LIABILITY WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT (the "Agreement") is made this {{lease\_commencement\_date.day}} day of {{commencement\_month\_word}}, {{lease\_commencement\_date.year}} by and between:

LANDLORD: \_\_\_\_\_\_\_\_\_\_{{landlord\_entity}}\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Landlord")

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

TENANT: \_\_\_\_\_\_\_\_\_\_\_\_{{tenant\_entity}}\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Tenant")

Business Name: \_\_\_\_\_\_\_\_\_\_{{tenant\_dba}}\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_{{tenant\_mailing\_address}}\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collectively, the "Parties."

1. ACKNOWLEDGMENT OF RISKS

The Tenant hereby acknowledges and agrees that the use and occupancy of the commercial premises located at \_\_\_\_\_\_\_\_\_\_\_{{building\_complete\_address}}\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Premises") and any associated common areas involves inherent risks, including but not limited to:

a) Personal injury or death

b) Property damage or loss

c) Business interruption

d) Claims arising from the condition of the Premises

e) Claims arising from the acts or omissions of other tenants, visitors, or third parties

f) Any other risks associated with commercial property occupancy

g) Weather conditions and natural disasters

h) Acts of nature

i) Theft or vandalism

j) Maintenance issues or defects unknown to the Landlord

2. ASSUMPTION OF RISK

The Tenant voluntarily and knowingly assumes any and all risks, both known and unknown, associated with the use and occupancy of the Premises and common areas, whether caused by the active or passive negligence of the Landlord or otherwise. This includes risks arising from:

a) Maintenance issues or defects in the Premises or common areas that were unknown to the Landlord

b) Acts of negligence or misconduct by third parties, other tenants, or invitees

c) Any hazards inherent to the property or its use

3. RELEASE AND WAIVER

The Tenant, on behalf of itself, its employees, agents, representatives, customers, invitees, successors, and assigns, hereby releases, waives, and forever discharges the Landlord, its affiliates, partners, directors, officers, employees, agents, representatives, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, damages, actions, causes of action, or suits of whatever kind or nature, including but not limited to:

a) Personal injury or property damage claims

b) Negligence claims

c) Premises liability claims

d) Business loss claims

e) Claims arising from maintenance or repair issues

f) Claims related to security measures or lack thereof

g) Claims arising from weather conditions or natural disasters

h) Any damages or losses caused by third parties or factors outside the Landlord's control

i) Any other claims arising from the use or occupancy of the Premises or common areas

4. TENANT RESPONSIBILITIES

The Tenant acknowledges and agrees that they are solely responsible for:

a) Maintaining their leased Premises in a safe and orderly condition

b) Taking reasonable precautions to prevent injury or damage to persons or property within their Premises

c) Carrying adequate liability insurance and/or property insurance for their protection against potential risks or claims

5. NO WARRANTY OR GUARANTEE

The Landlord makes no express or implied warranty or guarantee regarding the condition, safety, or suitability of the Premises or common areas for any particular purpose. The Tenant accepts the Premises "AS IS."

6. INDEMNIFICATION

The Tenant agrees to indemnify, defend, and hold harmless the Released Parties from any and all claims, demands, damages, expenses, costs, attorney's fees, and liabilities arising from:

a) The Tenant's use or occupancy of the Premises or common areas

b) Any actions or omissions by the Tenant, their employees, agents, customers, invitees, or contractors

c) Any failure by the Tenant to comply with applicable laws, regulations, or lease terms

7. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Landlord's liability for any claim related to the Premises or common areas shall be limited to the amount of rent paid by the Tenant under the applicable lease agreement.

8. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without regard to its conflict of laws principles.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any prior agreements, representations, or understandings.

11. ACKNOWLEDGMENT

The Tenant acknowledges that they have carefully read this Agreement, understand its contents, and sign it voluntarily and of their own free will. The Tenant further acknowledges that they have had the opportunity to seek legal counsel regarding this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LANDLORD:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_