

**WAIVER AND RELEASE OF LIABILITY
AND INDEMNITY AGREEMENT**

I know that entry on property located at [_____] ("Subject Property") is at my own risk. I assume all risks associated with entry, including but not limited to falls, contact with other people or animals, unknown or undisclosed defects or dangerous conditions on the property or in structures on the property, the effects of weather, including water, freezing temperatures, high heat and/or humidity, the conditions of the paved and unpaved areas of the Subject Property, all such potential risks being known and appreciated by me.

Waiver: In consideration of being permitted to enter Subject Property, I, for myself, my heirs, personal representatives and assigns, do hereby covenant not to sue and release, waive, and discharge the Shelby County Land Bank and Shelby County, TN, or either of their officers, officials, employees, agents and volunteers from any and all claims or liabilities, including but not limited to personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, entry to Subject Property.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the Shelby County Land Bank and Shelby County, TN, and their officers, officials, employees, agents and volunteers from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in visiting the Subject Property and to reimburse them for any such expenses incurred by them from my entry to the Subject Property.

Severability: The undersigned further expressly agrees that the foregoing waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IMPORTANT:

THIS DOCUMENT RELIEVES THE SHELBY COUNTY LAND BANK AND SHELBY COUNTY, TN AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME SIGNATURE DATE

All entrants must sign waiver. (If under age 18, a parent or legal guardian must sign waiver)

CHECK HERE IF
YOUR CONTACT IN-
FORMATION HAS CHANGED

SHELBY COUNTY LAND BANK



Prospective Purchaser Form

NOTICE:

1. Delinquent Tax Property will **NOT** be made available for sale to any prospective Purchaser who is **NOT** current in the payment of property taxes due on Properties owned in Shelby County.
2. Delinquent Tax Property is sold in "**AS-IS**" condition without representations or warranties of any kind either expressed or implied, including but not limited to title, physical or environmental condition, code and/or housing violations, merchantability, or fitness for any use or purpose or any other representations of any kind whatsoever, pursuant to T.C.A. § 67-5-2507. Prospective Purchasers must performed a due diligence verification of the property, including but not limited to, the value and condition of the property including compliance with building and local authority regulations, and the terms of all encumbrances, rights and interests registered against or in respect of the title .

***Submit completed form and required documentation to LandBank@ShelbyCountyTN.Gov, Include the Parcel Number in the email subject line. Only complete forms and documentation are processed.**

• **PROPERTY REQUESTED:** Parcel No.: _____

Address: _____

• **PURCHASER NAME:** _____

• **PURCHASER ADDRESS:** _____

• **TELEPHONE NUMBER:** _____ - _____ - _____

• **EMAIL ADDRESS:** _____

----- **TO BE COMPLETED BY LEGAL ENTITIY REPRESENTATIVE ONLY** -----

• **PURCHASER/LEGAL ENTITY REPRESENTATIVE NAME:** _____

• **REPRESENTATIVE TELEPHONE NUMBER:** _____ - _____ - _____

• **REPRESENTATIVE EMAIL ADDRESS:** _____

• **REQUIRED:** Submit Legal Entity's (1) Charter and (2) Tennessee Certificate of Existence or Authorization to do Business in the State of Tennessee from the Tennessee Secretary of State.

----- **OFFICE USE ONLY DO NOT WRITE BELOW THIS LINE** -----

DATE: _____ Verified by SCLB Staff Member _____

DELINQUENT PROPERTY TAXES: N/A CURRENT
 DELINQUENT COUNTY DELINQUENT CITY

COUNTY AMOUNT DUE: \$ _____ CITY AMOUNT DUE: \$ _____

Last day to Bid: _____ Bid Off Date: _____