

## Waiver and Release of Liability

The undersigned, (“Purchaser”), has purchased from Foundation Realty, located at 2310 Anderson Ave, Manhattan, KS 66502. In consideration for the receipt of loading services with respect to those assets at no cost to Purchaser, Purchaser hereby agrees to release and waive any and all claims, causes of action, damages (including consequential damages and/or loss of use) or liabilities of whatsoever kind or nature against Foundation Realty, its members, officers, agents, employees, successors and assigns arising from or related to, directly or indirectly, such loading services.

This Waiver and Release of Liability is executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Purchaser is responsible for the transportation, associated costs and risks in the removal of their property. In addition, a Release of Liability must be signed prior to loading. Foundation Realty will provide loading services and does NOT guarantee a specific loading time. The personnel and/or the equipment providing the “free load” are not under the control of Foundation Realty. Therefore, by accepting the offer of a “free load” and agreeing to the Terms and Conditions of this sale, you agree to hold Foundation Realty harmless for any and all causes of action relating to the loading process.

**By signing this document, you acknowledge that you have read and accept all terms above.**

\_\_\_\_\_  
Purchaser Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address City, State, Zip

\_\_\_\_\_  
Email Phone

\_\_\_\_\_  
Witness Signature Date