

**Waiver of Liability and Assumption of Risk Agreement  
Use of Premises, (“Agreement”)**

**PLEASE READ CAREFULLY BEFORE SIGNING**

I, \_\_\_\_\_, on behalf of myself ( “Party”), in consideration for allowing my use of the Premises known as the Barnhardt-Cramer House, 3217 Maymont Place, Charlotte, NC for the purpose of modeling, shooting, videotaping or participating in a photoshoot on \_\_\_\_\_ at \_\_\_\_\_ do enter into this Agreement with The Charlotte Mecklenburg Historic Landmarks Commission which willing to permit Party to use the Premises upon the terms and conditions of this Agreement. This Agreement shall be binding on the Party’s personal representatives, heirs, next-of-kin, spouses, successors and assigns.

**Risks:**

Party has been made aware of certain hazardous conditions that currently exist within the Barnhardt-Cramer House and such hazardous conditions have not yet been remediated. Party further has been informed that such hazardous conditions include, but are not limited to, the following:

- Asbestos contamination
- Mold contamination
- Lead based paint
- Moisture build up
- No electricity
- Roof Issues

**Waiver:**

In consideration of the premises contained in this Waiver of Liability and Assumption of Risk Agreement, Use of Premises, (“Agreement”), and of use of the Barnhardt-Cramer House, Party, his/her heirs, personal representatives, successors or assigns, does hereby release, waive and discharge, The Charlotte Mecklenburg Historic Landmarks Commission, Mecklenburg County, their Commissioners, directors, officers, employees and agents from liability from any and all claims including negligence of The Charlotte Mecklenburg Historic Landmarks Commission, Mecklenburg County, it’s Commissioners, directors, officers, employees and agents which may result in personal injury, accidents, or illnesses (including death) and property loss arising from use of Premises.

**Assumption of Risk:**

Use of the Barnhardt-Cramer House carries with it certain risks, some of which are enumerated under “Risks” above, that cannot be eliminated regardless of the care taken to avoid injuries, accidents, or illnesses. Party has read the previous paragraphs and knows, understands and appreciates these and other risks which may be in the activity Party is participating in. Party hereby asserts that his/her participation is voluntary and that he/she knowingly assumes all such risks as enumerated herein.

**Indemnification and Hold Harmless:**

Party also agrees to indemnify and hold harmless The Charlotte Mecklenburg Historic Landmarks Commission, Mecklenburg County, it’s Commissioners, directors, officers, employees and agents, from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees as a result of personal injury, accidents, or illnesses (including death) and property loss.

**Severability:**

The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:**

Party has thoroughly read this waiver of liability, assumption of risk, and indemnity agreement, and fully understands each and every term used herein and the meaning of this document. Party further acknowledges that he/she has been provided an opportunity to have this waiver of liability, assumption of risk, and indemnity agreement, reviewed by an attorney of his/her choice. Party acknowledges that he/she is signing the agreement freely and voluntarily, and intend by his/her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)