



RE-19A COVID-19 RELEASE



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

1 This is a legal document that releases liability and waives certain legal rights regarding contracting the COVID-19 virus.
2 Complete and up-to-date information related to the COVID-19 pandemic can be found at <https://coronavirus.idaho.gov/> and
3 <https://www.coronavirus.gov/>. You are strongly encouraged to review the information from these government websites prior to signing.

4
5 **ACKNOWLEDGEMENTS:** In light of the current COVID-19 pandemic, I acknowledge that I may have the option of using remote and
6 electronic means to reduce or eliminate the possibility of in-person physical visits to property and/or direct contact with other individuals
7 in relation to transactions pertaining to the transfer of real property. However, I also acknowledge that it may be desirable or necessary
8 to physically visit, enter or examine real property in person. I recognize, especially in the event I choose not to exclusively utilize electronic
9 or remote options, I may come into contact with, or be in close proximity to, other individuals simply by being part of, or assisting in, a real
10 estate transaction. I understand that in light of the pandemic it is not always possible to determine who has or has not been exposed to,
11 or contracted, the COVID-19, or similar virus and that due to the nature of said viruses, nearly any individual could spread the disease. I
12 further understand that by being part of a real estate transaction I may end up visiting various properties, locations and offices which may
13 have been exposed to numerous other individuals.

14
15 **I AM OR MAY BECOME A BUYER OR LESSEE IN A REAL ESTATE TRANSACTION AND/OR I AM ACCOMPANYING A**
16 **POTENTIAL BUYER OR LESSEE:** I have read and agree to the acknowledgements stated above, and hereby grant the release and
17 waiver stated below.

18
19 **I AM OR MAY BECOME A SELLER OR LESSOR IN A REAL ESTATE TRANSACTION AND/OR OCCUPY A PROPERTY LISTED**
20 **FOR SALE:** I have read and agree to the acknowledgements stated above and further understand that by placing property for sale
21 and making property available for viewing, inspection, appraising and/or evaluation, the property may end up being visited by various
22 individuals. I hereby grant the release and waiver stated below.

23
24 **I AM A REAL ESTATE BROKER OR AGENT:** As a licensed real estate industry professional I understand my COVID-19 associated
25 risk. I have read and agree to the acknowledgements stated above, and hereby grant the release and waiver stated below.

26
27 **I AM OTHERWISE INVOLVED IN, OR PROVIDING SERVICES AS PART OF, A REAL ESTATE TRANSACTION:** As an individual
28 providing service to the real estate industry I understand my COVID-19 associated risk. I have read and agree to the
29 acknowledgements stated above, and hereby grant the release and waiver stated below.

RELEASE OF LIABILITY AND WAIVER

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31
32
33 / AM MS I, the undersigned hereby consent to accept and assume the risk that the COVID-19, or related viruses, will spread, and
34 **Initials** that despite best efforts to minimize said spread I may be exposed to the virus by being part of, or assisting in, a real
35 estate transaction. I realize that a risk of transmission to others and serious illness and/or death may result from the exposure to the virus
36 which may be by my own actions or inactions, but also from the actions, inactions or negligence of others, and I voluntarily consent to
37 assume this risk. Further, I covenant and agree to hold harmless all Releasees, as defined below, and hereby waive any and all claims
38 against the Releasees, in law or equity, whether in tort, contract, premises liability or otherwise, arising out of or related to exposing,
39 spreading, contracting or transmitting COVID-19, or similar viruses, including but not limited to, and regardless of, any violation of any
40 state, local, or federal government orders, guidelines, regulations, or laws pertaining to the same.

41
42 "Releasees" is defined to mean all individuals or entities directly or indirectly providing any service associated with the real estate
43 transaction which the undersigned is, or may become, involved with. Releasees, shall include but not be limited to, sellers, buyers,
44 landlords, occupants, tenants, real estate brokers and agents, transaction coordinators, financial institution employees, inspectors,
45 appraisers, repairmen, attorneys, title and closing agents, and all the independent contractors, legal agents, legal entities, staff or
46 assistants thereof.

47
48 This agreement to hold Releasees harmless is for the express purpose of benefiting each Releasee. The provisions hereof may be
49 enforced by any Releasee. This waiver agreement is absolute and unconditional, cannot be rescinded, it is independent of any other
50 contract involving the undersigned and applies to undersigned's heirs, legal representatives, successors, assigns and anyone else
51 claiming under them. To the extent the terms of this waiver agreement modify or conflict with any provisions of any other agreement or
52 contract involving the undersigned, the terms of this waiver shall control.

53
54 **SIGNATURE:** _____ **SIGNATURE:** Michelle Sabina Anna Mathieu

55 **PRINTED NAME AND TITLE:** _____ **PRINTED NAME AND TITLE:** Michelle Sabina, Agent
Anna Mathieu, Agent

56
57 **DATE:** _____ **DATE:** _____

58
59 **APPLICABLE PROPERTY ADDRESS (IF ANY):** _____