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# Hold Harmless Agreement

*(For the Exclusive Use of Realtor® Members of the Central Illinois Board of REALTORS®)*

I, _____, the undersigned, a private person, for and in sole consideration of the privilege of real estate showings, do hereby voluntarily and freely execute this Hold Harmless Agreement and certify that I have voluntarily agreed to attend said real estate showings.

I acknowledge that entry on the Subject Properties is at my own risk. I assume all risks associated with entry, including but not limited to falls, contact with other people, the effects of weather, the conditions of the paved and unpaved areas of the Subject Property, the contraction of illnesses or diseases, all such risks being known and appreciated by me.

I, for myself, my heirs, personal representatives and assigns, do hereby waive all claims, release, indemnify, defend and hold harmless _____(REALTOR®) and all of its departments, officials, officers, agents and employees, from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise from, including but not limited to, personal injury, accidents or illnesses (including death), and property loss occasioned by error, omission or negligent act of myself or any other persons with regard to this agreement, and I will, at my own cost and expense, defend and protect _____(REALTOR®) against any and all such claims and demands.

I do hereby further agree to indemnify, defend and hold harmless _____(REALTOR®) and all of its departments, officials, officers, agents, employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expense of litigation, including but not limited to court costs and attorney fees for death, personal injury or debt of any person; or for loss, damage to or loss of use of any property arising out of or in connection with this agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in the whole or in part from the negligence of _____(REALTOR®), its departments, officers, officials, agents or employees. It is the express intention of the parties hereto, both myself and _____(REALTOR®), that the indemnity provided for in this paragraph is indemnity by the undersigned to indemnify and protect _____(REALTOR®) from the consequences of _____(REALTOR's®), own negligence, whether that negligence is the sole or concurring cause of injury, death or damage.

It is further agreed that the execution of this Hold Harmless Agreement will not constitute a waiver by _____(REALTOR®) of any applicable defense recognized by the courts of the State of Illinois or any other jurisdiction.

| _____ | _____ | _____ | _____ |
|---|---|---|---|
| *Signature* | *Date* | *Signature* | *Date* |
| _____ | | _____ | |
| *Printed Name* | | *Printed Name* | |