

Waiver, Release & Indemnity Agreement

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, between the U.S. Marshals Service, with offices located at USMS HQ, Washington, DC 20530-1000 (the "Seller"), Bid4Assets, Inc. ("B4A") and the undersigned ("Inspector"), with reference to the following facts:

The Inspector would like to inspect certain properties (the "Properties") offered for sale by Seller through B4A's internet auction venue;

The Inspector understands the Properties have not been deemed safe for inspection by Seller or B4A, and that the Properties may, and probably, have dangerous conditions, whether hidden or not, known or unknown;

The Inspector has determined that it would like to inspect the Properties, and the parties have agreed that such an inspection can occur solely under the terms and conditions hereinafter set forth.

NOW THEREFORE, for consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Representations and Warranties. The Inspector represents and warrants that the Inspector:
  - a. has been made aware that neither Seller nor B4A have inspected the Properties or deemed them safe for inspection, that the Properties may, and probably do, have dangerous conditions, whether hidden or not, known or unknown, that could cause or result in serious personal injury or death;
  - b. has adequate expertise and knowledge inspecting properties not certified as safe, so as to minimize the risk of personal injury or death upon an inspection of the Properties;
  - c. will take all necessary and suitable precautions so as to appropriately minimize the risk of an accident that may result in personal injury or death, in connection with, or arising from, inspection of the Properties;
  - d. whether personally or through an employer or client, has adequate insurance coverage in the event of an accident occurring in connection with, or arising from inspection of the Properties; and
  - e. willingly and knowingly assumes any risks associated with inspection of the Properties.
  
2. Waiver and Release. In light of the foregoing, the Inspector, for and on behalf of himself or herself, any successors, assigns, heirs, personal representatives and his or her estate, hereby and irrevocably waives, and releases each of Seller and B4A from any liability for, any and all rights or claims, whether known or unknown, that he or she, or any of them, has, or may have, against one or more of Seller and B4A in connection with, or arising from, inspection of the Properties.
  
3. Indemnification.
  - a. Inspector hereby agrees to defend, indemnify and hold harmless each of the Seller and B4A from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of inspection of the Properties. Any payments which the Inspector

may be obligated to make hereunder shall include, inter alia, damages, judgments, settlements and costs, cost of investigation and costs of defense of legal actions, claims or proceedings and appeals therefrom, and costs of attachment or similar bonds; provided however, that the Inspector shall not be obligated to pay fines or other obligations or fees imposed by law or otherwise make any payments hereunder which it is prohibited by applicable law from paying as indemnity.

b. The Seller, as a condition precedent to its right to be indemnified under this Agreement, shall give to the Inspector notice in writing as soon as practicable of any claim made against it for which indemnity will or could be sought under this Agreement. Notice to the Inspector shall be directed to Inspector's attention at Inspector's last known address; notice shall be deemed received if sent by prepaid mail properly addressed, the date of such notice being the date postmarked.

4. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument.

5. This Agreement shall be governed by and construed in accordance with Kansas State law.

6. This Agreement shall be binding upon, and inure to the benefit of, all successors, assigns, heirs, personal representatives and estate, as the case may be, of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and signed as of the day and year first above written.

U.S. Marshals Service

By: \_\_\_\_\_  
Date

BID4ASSETS, Inc.

By: \_\_\_\_\_  
Date

Inspectors

By: \_\_\_\_\_  
Signature Date Print  
\_\_\_\_\_  
Signature Date Print  
\_\_\_\_\_  
Signature Date Print