

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. ASSUMPTION OF RISK

I acknowledge and agree that entering the auction location property for the purpose of participating in an online auction, including but not limited to, in person inspecting, loading, removing, transporting, or otherwise handling vehicles, equipment, or materials, involves inherent risks. These risks include, but are not limited to:

- Personal injury
- Property damage
- Damage to vehicles or equipment
- Slips, trips, falls, or contact with hazardous materials
- Risks associated with heavy machinery, towing, lifting, or loading activities

I voluntarily assume **all risks**, whether known or unknown, associated with my presence on the property and my participation in the auction.

2. RELEASE OF LIABILITY

In consideration for being permitted to enter the premises and participate in the auction, I hereby **release, waive, discharge, and hold harmless both the seller and Rene Bates Auctioneers, Inc.**, its employees, agents, contractors, and representatives from **any and all liability, claims, demands, actions, or causes of action** arising out of or related to:

- Injury, harm, or death to myself or any accompanying individuals
- Damage to my vehicle, equipment, or personal property
- Damage occurring during loading, towing, removal, or transportation of purchased items
- Any accident or incident occurring on or near the premises

This release applies **regardless of cause**, including but not limited to negligence of seller, auctioneer or third parties.

3. RESPONSIBILITY FOR REMOVAL OF PROPERTY

I understand and agree with that:

- All vehicles, equipment, and materials are sold **AS-IS, WHERE-IS**, with **no warranties** of any kind
- I am solely responsible for providing proper equipment, personnel, and safety measures for removal
- Auctioneer and seller do not provide any assistance, tools, labor, or equipment for loading or removal
- I am responsible for any damage I cause to auction location property during removal operations

4. COMPLIANCE WITH INSTRUCTIONS

I agree to follow all posted signs, safety instructions, and directions from staff. Failure to comply may result in removal from the premises

5. ACKNOWLEDGMENT

I certify that I have read this waiver, fully understand its terms, and sign it voluntarily. I understand that by signing this document, I am giving up substantial legal rights

SIGNATURE

Printed Name: _____

Signature: _____

Bidder Number: _____

Phone Number: _____

Date: _____

Address: _____