THE CHASE GROUP – BUYER RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned Buyer, individually and behalf of any affiliated prospective buyer(s), acknowledges being first introduced to the following business _____ ("Business") by Broker or its agent _____ **Chase Group** ("Broker"), and receiving public and/or private, confidential information pertaining to and belonging to the business. **Please initial ALL blanks at the end of each Section, and sign at the bottom**. Buyer agrees as follows:

1. **"AS IS" BULK ASSET OR CORPORATE STOCK SALE**: Buyer acknowledges that the business (Seller) is selling without warranty or representation of financial performance, and that no claims of sales or profits are being made by Seller. This sale is for a bulk sale of the business assets or a corporate stock sale, and as such the items for sale may include the Furniture, Fixtures & Equipment (FF&E), and may include other intangible assets not related to any financial performance claims.
    A. Any future profits or sales are not represented or guaranteed by Broker.
    B. The undersigned may cancel the agreement to purchase the Business at any time prior to releasing contingencies as stated in any Purchase Agreement during escrow.
    C. Buyer agrees that there is no reliance upon any representations, warranties or guarantees made by Broker, and, further, that Buyer is solely and exclusively relying on Buyer's own independent assessment, knowledge and investigation of facts and information related to the Business in reaching Buyer's decision to acquire the Business.
    D. **INITIAL(S)**: _____/_____
2. **INDEMNIFY AND HOLD HARMLESS**: The Undersigned, jointly and severally, (a) agree to indemnify and hold harmless, and (b) forever release and discharge Broker and its respective officers, directors, stockholders, successors and assigns, and all persons acting by, through, under or in concert with them, from, against and with respect to any and all actual or threatened liabilities, claims, actions, causes of action, judgments, orders, damages (including all foreseeable and unforeseeable damages), costs, expenses, fines, penalties and losses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of Broker's counsel) (collectively "claims") arising, directly or indirectly, out of or in connection with Buyer's purchase of the above Business. **INITIAL(S)**: ____/_____
3. **WAIVER OF RIGHTS**: The Buyer hereby waives all rights under section 1542 of the Civil Code of the State of California which presently provides as follows:
    A. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. **INITIAL(S)**: _____ _____/_____
4. **ACKNOWLEDGEMENT**: The Buyer expressly acknowledges that Buyer may hereafter discover claims presently unknown or unsuspected by Buyer, or facts in addition to or different from those which Buyer knows or believes to be true as to the matters addressed herein. Nevertheless, it is Buyer's intention through this Agreement to fully, finally, and forever release all such matters notwithstanding the discovery or existence of any such additional facts or claims. **INITIAL(S)**: ____/_____
5. **FURTHER TERMS**: Buyer represents and acknowledges that in executing this Agreement that Buyer does not rely and has not relied on any representation or statement made by Broker, its agents, attorneys, assigns or representatives with regard to the subject matter, basis or effect of this Agreement or otherwise other than those specifically stated within this written Agreement. Buyer represents that Buyer is duly authorized to sign, enter and bind Buyer and Buyer's affiliates under the terms of this Agreement. Buyer acknowledges receipt of a copy of this Agreement. **INITIAL(S)**: _____/_____

Buyer Signature	Date	Name (print)	Title
Buyer Company (if app.)		Business Phone	Fax
Street Address		Home Phone	Email
City, State, Zip		Broker or Broker's Agent	