



Date:  
Buyer:  
Seller:

**ACKNOWLEDGMENT AND RELEASE ADDENDUM**

THIS ACKNOWLEDGMENT AND RELEASE ADDENDUM (the "Release") is made and entered into \_\_\_\_\_ by and between \_\_\_\_\_ ("Buyer"), and \_\_\_\_\_ ("Seller") with respect to the purchase located at \_\_\_\_\_ of real estate ("Property"). Buyer and Seller may each be referred to as a "Party" and shall be collectively referred to as the "Parties"

1. **Adverse Matters.** The Seller has determined the Property may be subject to the following potential or existing title issues, liabilities, claims or responsibilities ("Adverse Matters"):
  
2. **Property "AS IS".** Buyer hereby assumes and accepts the Property "AS IS", including the Adverse Matters, and accepts and assumes all existing and potential title issues, liabilities, claims and responsibilities associated with or attendant to the Property.
  
3. **Indemnification.** Buyer agrees to indemnify and hold Seller harmless for and from any and all losses, penalties, payments, judgments, actions, causes of action, damages, levies, liabilities, fines, forfeitures, and other costs and expenses of any type or nature whatsoever arising out of or resulting from, directly or indirectly, the sale of the Property or the Adverse Matters.
  
4. **Counterparts.** This Release may be executed in counterparts, each of which shall be deemed an original. This Release shall be binding upon the Parties their respective heirs, successors and assigns.

Buyer initials \_\_\_\_\_  
Seller initials \_\_\_\_\_

5. **Full Release.** The Parties acknowledge and agree that this Release represents the full and complete release of the Parties with respect to the Adverse Matters and this Release supersedes and replaces any prior releases, whether oral or written, and any amendments or modifications of this Release must be in writing and executed by both Parties to be effective.
6. **Construction.** This Release shall not be construed more strictly against one Party than against the other by virtue of the fact that this Release may have been drafted or prepared by counsel for one of the Parties, it being recognized that all Parties to this Release have contributed substantially and materially to the preparation of this Release.
7. **Governing Law.** This Release shall be construed in accordance with and governed by the laws of the state in which the Property is located.
8. **Captions.** The titles or captions of the paragraphs or sections contained in this Release are inserted only as a matter of convenience and for reference, and in no way define, extend or describe the scope of this Release or the intent or meaning of any provision hereof.

SIGNATURE PAGE

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer Name (printed)

\_\_\_\_\_  
Buyer Name (signature)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer Name (printed)

\_\_\_\_\_  
Buyer Name (signature)

Dated:

\_\_\_\_\_  
Seller Name (printed)

\_\_\_\_\_  
Seller Name (signature)

Property Reference #:

Property Address