

CORONAVIRUS (COVID-19) ACKNOWLEDGMENT AND WAIVER
NextHome Town & Country

To Whom It Concerns:

Thank you for your interest in viewing a property marketed by NextHome®. As a NextHome® franchisee, in these uncertain times we are taking every reasonable measure to protect against the spread of Coronavirus (COVID-19). This Acknowledgment and Waiver (this "Agreement") is for the purpose of informing you of our commitment to maintaining health and safety, to obtain your acknowledgment of required public health and safety measures and a waiver against holding us or our related parties responsible for any COVID-19 infection You or Your related parties (or anyone claiming through you or them) ("You" or "Your") may suffer during or after seeing the property that NextHome Town & Country, an independently owned and operated franchisee of NextHome, Inc., makes available for viewing.

You acknowledge that NextHome has taken certain steps to implement protocols issued by Public Health Authorities for slowing the transmission of COVID-19. In accordance with the most recent protocols, You represent that neither You nor any other person with which You have come in contact has tested positive for COVID-19 in the past 14-days, has recently been exposed to any person who has tested positive for COVID-19 and has no symptoms associated with COVID-19. In addition, You shall immediately advise NextHome if, within 14-days after viewing the property, You (i) are diagnosed with COVID-19; or (ii) exhibit symptoms associated with COVID-19. You shall take all appropriate actions to adhere to personal hygiene guidelines and social distancing guidelines prescribed by Public Health Authorities.

IN FURTHER CONSIDERATION OF NEXTHOME ALLOWING YOU TO VIEW THE PROPERTY, YOU COVENANT NOT TO SUE NextHome, its directors, officers, employees, franchisor, and their representatives and agents (together, the "NextHome Parties") and RELEASE, WAIVE AND DISCHARGE the NextHome Parties from all liability to You for any loss or damage, and any claim or demands on account of any injury to, or an illness or the death of, You or any third party related to COVID-19, whether caused by the negligence of NextHome, whether known or unknown, suspected or unsuspected, which now exists or did exist, or otherwise while or after You view the property. You further agree to indemnify and save and hold harmless the NextHome Parties, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise of You. Accordingly, You waive Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

You also waive any similar statute under any other state or federal law, to the fullest extent that he, she, or it may lawfully waive such right or benefit. You further agree that this Agreement is intended to be as broad and inclusive as possible and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

You have carefully read and agree to voluntarily sign this Agreement. You are aware that You may be giving up valuable legal rights, including the right to seek to recover damages from NextHome in case of illness, injury or death for exposure to COVID-19.

You have read, understand and agree to the terms of this Agreement.

Name: _____ **Signature:** _____ **DATE:** _____

Name: _____ **Signature:** _____ **DATE:** _____

Name: _____ **Signature:** _____ **DATE:** _____