

# TOP GUN INSPECTION SERVICES OCCUPANT VIRUS RELEASE FORM

The current worldwide coronavirus (COVID-19) pandemic resulted with Governor Cuomo of New York State issuing an Executive Order 202.6 to reduce the workforce to essential business or entities and mandating a “pause” to reduce the risks associated for individuals viewing or inspecting a property occupied by sellers or tenants, and the risks for seller and tenants of allowing prospective home inspectors to enter the property they occupy.

Top Gun Inspection Services requested an exemption to be considered essential business and received approval from New York - Empire State Development on March 30, 2020; and thereafter on April 1<sup>st</sup>, 2020 Empire State Development emailed me the following, (email excerpt):

*“...The following functions of real estate and/or realtors are considered essential: residential home and commercial office showings; home inspections; and residential appraisers...”*

I/we \_\_\_\_\_ understand that personal contact with others, including, but not limited to, home inspectors during this COVID-19 outbreak involves a certain degree of risk that could result in illness, permanent disability, or death.

After carefully considering the risks involved, and in consideration of the Inspection Company's willingness to conduct the inspection, I/we hereby release and hold harmless Josef Fasolino, dba Top Gun Inspection Services and the Inspection Company's client(s), owners, officers, employees, contractors, agents, heirs, assigns, etc.) from any liability of any kind whatsoever, including injury or death claims, arising or allegedly arising out of Inspection Company's inspection of the property at: \_\_\_\_\_ (the property), regardless of the theory of recovery asserted, including, but not limited to claims based on allegations of negligence. I/we intend this release to be the broadest release allowed by law.

For the safety of all concerned, the Inspection Company has requested that I/we keep a safe distance from the inspector during the inspection. If we fail to do so, I/we assume all risk and I/we understand the inspector may terminate the inspection.

I/we further agree that no others (including minors) shall be present during the inspection. If I/we permit such others to be present in violation of this document, I/we agree to defend and indemnify the Inspection Company in connection with any claims of any kind made by such others, regardless of the theory asserted.

The exclusive venue for any disputes arising out of this document shall be in the county where the Inspection Company has its principal place of business. In any such action, I/we waive trial by jury, and agree that the court must award attorney's fees and costs to the prevailing party.

CLIENT HAS CAREFULLY READ THE FORGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.



FOR INSPECTOR - NYS #: 16000077491  
NYS #: 00333

CLIENT OR REPRESENTATIVE

Date