

**DISCLAIMER & RELEASE OF THE HOME BUILDERS ASSOCIATION
OF METROPOLITAN HARRISBURG (“HBA”) AND CUMBERLAND PERRY
AREA VOCATIONAL TECHNICAL SCHOOL (“CPAVTS”)**

The successful bidder, in accord with the Conditions of Sale, will be required to execute the following Disclaimer and Release.

All participants, to include the undersigned successful bidder, of this sale have been advised and understand that The Home Builders Association of Metropolitan Harrisburg, (“HBA”), and Cumberland Perry Area Vocational Technical School (“CPAVTS”), their parent, subsidiaries, affiliates, officers, employees, successors, assigns, or agents have no legal or equitable ownership interest in the log home described in the Notice of Sale (hereinafter “Showcase Home”). This Showcase Home is owned in “its entirety” by the the Cumberland-Perry Area Vocational-Technical School Student Chapter of the National Association of Home Builders of the United States (the “Club”) with no financial aid, supervision, guidance, design or labor provided whatsoever by the HBA. No proceeds from the sale of said home will benefit the HBA or CPAVTS, and all proceeds shall benefit the Club. The HBA is not legally affiliated or associated with the Cumberland-Perry Area Vocational-Technical School Student Chapter of the National Association of Home Builders of the United States with regard to sale of the Showcase Home, other than the HBA’s providing a location for the Club to build the Showcase Home and providing limited advertising. The Club is a separate and distinct organization and is not an agent of CPAVTS. No proceeds from the sale of the Showcase Home will benefit CPAVTS.

The Showcase Home was designed, constructed and assembled by members of the Club and subsequent to the Pa Home Show. The Showcase Home will be, if elected by the successful bidder as provided in paragraph 11 of the Conditions of Auction Sale, which documents incorporated herein by reference thereto as applicable, disassembled by members of the Club and loaded for delivery and storage to the storage site. As described, neither the HBA and CPAVTS participated in any facet of the Showcase Home’s design, construction, disassembly, loading or sale.

Absent the gross negligence or intentional actions of the HBA or loss of governmental immunity by CPAVTS, all parties, to specifically include the undersigned successful bidder, release, hold harmless and indemnify the HBA and CPAVTS and their employees and agents, from any and all claims for damages, injuries, liability or any cause of action for any injury to person (including death) or to property, or contract as a result of this project or any claim regarding the design, materials, systems or components of the Showcase Home. It is understood that all participants assume and shall bear the entire risk of any loss or damage to his or her person and personal property, except as provided herein. The CPAVTS and the Club are not agents of the HBA nor is the sale of the Showcase Home a partnership, joint venture or constitute any other legal relationship between the Club, HBA, and CPAVTS.

THE HBA OR ANY OF ITS AFFILIATES, CPAVTS OR THE CLUB DOES NOT PROVIDE ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED WRITTEN OR ORAL (INCLUDING, BUT NOT LIMITED TO WARRANTY OF HABITABILITY, WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR INFRINGEMENT), REGARDING THE QUALITY OR NATURE OF THE SHOWCASE HOME AND/OR ITS COMPONENTS.

THIS RELEASE OF LIABILITY INVOLVES THE LIMITATIONS OF CERTAIN LEGAL RIGHTS OF THE PARTICIPANTS OR HIS LEGAL REPRESENTATIVE THAT THEY MAY OTHERWISE HAVE AND THE HBA AND CPAVTS RECOMMEND THAT THE PARTICIPANT OR HIS LEGAL REPRESENTATIVE CONFER WITH LEGAL COUNSEL, IF HE SO CHOOSES, PRIOR TO PARTICIPATING IN THE BIDDING PROCESS.

This Disclaimer, in conjunction with the Pre-Sale Inspection Form and Conditions of Auction Sale, constitutes the entire agreement between the Participant, his/her legal representative, if applicable, to of course include the Successful Bidder, and the HBA, CPAVTS or the Club, and supersedes any prior understandings, if any, or written or oral agreements between the parties concerning the subject matter hereof and shall not be amended and/or changed except by written agreement signed by all parties hereto. By signing this Agreement, the Participant, or his/her legal representative, acknowledge that he/she has read and fully understands all of the terms of this Agreement and has been provided the opportunity to discuss same with his/her lawyer, if he/she so desires. The undersigned has knowingly, willingly and voluntarily agreed to the Release of Liability contained in this Agreement.

WITNESS:

By: _____
Title _____

SUCCESSFUL BIDDER

By: _____
Printed Name: _____
Date: _____

WITNESS:

By: _____
Title _____

SUCCESSFUL BIDDER

By: _____
Printed Name: _____
Date: _____

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