

REAL ESTATE INSPECTOR GENERAL RELEASE & RECEIPT

This general release concerns home inspection services performed and an inspection report prepared by _____ [inspection company name] regarding the property located at the following address: _____

In consideration of \$_____ paid by _____ [inspection company name] to the undersigned, receipt of which I hereby acknowledge, I hereby, on behalf of myself, my heirs, spouse (if any), executors, administrators, partners, and assigns, fully release and discharge _____ [inspection company name],
[inspector name], and _____, and their employees, agents, independent contractors, representatives, owners, shareholders, directors, officers, members, partners, affiliated companies, insurers, heirs, executors, and affiliated partnerships, corporations, and limited liability companies, from any and all claims and causes of action arising out of the foregoing inspection services and inspection report. This release pertains to a disputed claim and I acknowledge that by receiving the amount agreed upon in return for this release, the inspector is not in any way admitting liability or wrongdoing. In addition, I understand that I will not rely on or use in any way the inspection report prepared by the foregoing company in making any decisions concerning the subject property.

I acknowledge that I have read and understand the terms of this release.

I hereby expressly waive any and all rights conferred upon me by Section 1542 of the California Civil Code, which provides:

"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."

I acknowledge that there is a risk that after I sign this release I will discover facts or will discover claims that were unknown or unsuspected when I signed this agreement, and that if I had known about them before I signed this agreement it may have materially affected my decision to sign this release. I agree that I am assuming the risk of such unknown facts and claims and that I intend and agree that this release applies to all claims including known claims as well as claims which are unknown or not suspected at the time I signed this release. I understand the effect of my waiver of rights under Section 1542, quoted above. I agree that in any court proceeding or arbitration to enforce the terms of this release agreement, the prevailing party shall be entitled to an award of reasonable costs and attorneys fees.

Signed on _____, 20____ in the city of _____, California.

_____ [signature] _____ [print name]



THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA REAL ESTATE INSPECTION ASSOCIATION (CREIA[®]). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE LEGAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. USE OF THIS FORM DOES NOT GUARANTEE THAT THE USER IS A QUALIFIED INSPECTOR MEMBER OF CREIA. TO LOCATE A QUALIFIED CREIA INSPECTOR VISIT WWW.CREIA.ORG OR CALL 800/848-7342.
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