



## Radon Gas and Mold Notice and Release Agreement

Prop ID #: \_\_\_\_\_  
Property address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.**

Purchaser acknowledges and accepts that the property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Seller, his/her officers, employees, agents, successors and assigns (the "Seller") and, the independent management and marketing company ("Knight Home Solutions") to the Seller, have no knowledge of radon or mold in, on, or around the Property other than what may have already been described in the property condition report, the website of the Seller or Knight Home Solutions or otherwise made available to Purchaser by the Seller or Knight Home Solutions.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed. Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Knight Home Solutions as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or Knight Home Solutions's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified to advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING.** Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, Knight Home Solutions, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or Knight Home Solutions resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser are choosing, and hereby acknowledge reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Purchaser's Signature \_\_\_\_\_ Purchaser's Printed Name \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_ Purchaser's Printed Name \_\_\_\_\_