

## Agreement to Assume Risk, Release Liability, Indemnify and Hold Harmless

On behalf of myself and all of the individuals who will accompany me to the Auction (defined below), I make this Agreement to Assume Risk, Release Liability, Indemnify and Hold Harmless (“Agreement”). I/we have voluntarily chosen to participate in an auction (the “Auction”), to be conducted by Chrysler Financial, of certain property used in the operation of an automobile dealership, including, but not limited to, furniture, fixtures, equipment and parts (the “Goods”).

1. Acknowledgment of Risks. I/we understand and acknowledge that inspecting the Goods and attending the Auction may be inherently hazardous, and I may be exposed to dangers and hazards, including, but not limited to, the following: falls, fractures, concussions, overexertion, overheating, injuries from lack of fitness or conditioning, death, equipment failures, and negligence of others; and that, as a consequence of these risks, I/we may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged.

2. Assumption of Risk. I/we hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me/us or my/our property as a result of my inspecting the Goods or attending the Auction—including any injury or loss caused by the negligence of Chrysler Financial, its contractors, their employees, officers, and agents, or other Auction participants.

3. Release of Liability; Covenant Not to Sue. I/we hereby release Chrysler Financial, its contractors, and their respective employees, officers, and agents (the “CF Parties”) from all liabilities, claims, causes of action, and demands that arise in any way from any injury, death, loss or harm that occur to me/us or to any other person or to any property during the Auction, or in any way related to the Auction. This release includes claims arising because of the negligence of the CF Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that applicable law does not permit to be excluded by agreement. I/we also agree and covenant not to sue or make any claim against the CF Parties for death, injuries, loss or harm that occur during the Auction, or in any way related to the Auction.

4. Indemnification and Hold Harmless. I/we promise to indemnify, defend and hold the CF Parties (identified above) harmless from and against any and all claims, including claims for their own negligence. I/we also promise to indemnify, defend and hold the Released Parties harmless from and against any and all claims for my/our own negligence, and any other claim arising from my/our conduct during the Auction, or in any way related to the Auction. In accordance with these promises, I/we will reimburse the CF Parties for any damages, reasonable settlements and defense costs, including attorney’s fees, that they incur because of any such claims made against them. I/we agree that in the event of my/our death or disability, the terms of this Agreement, including the indemnification obligation, will be binding on my/our estate, and my/our personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. Rules and Instructions. I/we agree to follow the rules for the Auction and to follow any instructions or directions given to me/us by any representative of either Chrysler Financial or the Auctioneer.

6. Enforceable Agreement. I/we agree that the purpose of this Agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by applicable law. I/we agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I/we also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.

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**Buyer’s Signature**