

WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I am, or I am assisting, a purchaser of assets owned by the receivership estate of Independent Texas Recyclers, LLC, a Texas limited liability company (“ITR”) to remove such assets (the “Activity”) from 4711 Gasmer Road, Houston, Texas (the “Premises”) with respect to which Premises the owner is Misfam Properties LLC, a Delaware limited liability company (the “Landlord”).

I acknowledge that engaging in the Activity involves risk to me and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, personal injury, property damage, and financial damage.

IN CONSIDERATION FOR ACCESS TO THE PREMISES AND THE ABILITY TO ASSIST CD, I ACKNOWLEDGE AND ACCEPT ALL RISKS ASSOCIATED WITH THE ACTIVITY OR OTHERWISE EXISTING IN, ON, OR NEAR THE PREMISES.

I ACCEPT FULL PERSONAL FINANCIAL RESPONSIBILITY FOR ANY AND ALL INJURY OR OTHER LOSS SUSTAINED DURING THE ACTIVITY OR OTHERWISE OCCURRING IN, ON, OR NEAR THE PREMISES.

I, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, ASSIGNEES, INSURERS, HEIRS, EXECUTORS, ADMINISTRATORS, CHILDREN, SPOUSE, AND NEXT OF KIN HEREBY RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE ITR, ALAN WEINER AS RECEIVER, THE LANDLORD AND/OR THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, ATTORNEYS, SUBSIDIARIES, PARENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS OF EACH (COLLECTIVELY THE “RELEASED PARTIES”) FROM (I) ANY AND ALL LIABILITY, BODILY INJURY, DEATH, LOSSES, OR DAMAGES OF ANY KIND, (II) CLAIMS, (III) CAUSES OF ACTION, AND (IV) EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES) THAT MAY ARISE FROM MY PARTICIPATION IN THE ACTIVITY OR MY PRESENCE IN, ON, OR NEAR THE PREMISES.

I AGREE TO INDEMNIFY, DEFEND, AND HOLD THE RELEASED PARTIES HARMLESS FROM ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, SPECIAL AND CONSEQUENTIAL DAMAGES, SUFFERED AS A RESULT OF ANY CLAIMS, CAUSES OF ACTION, SUITS, ARBITRATIONS, OR LIABILITIES INCURRED OR SUSTAINED AGAINST THE LANDLORD OR THE RELEASED PARTIES RELATED TO MY PARTICIPATION IN THE ACTIVITY OR MY PRESENCE IN, ON, OR NEAR THE PREMISES.

I agree that this Agreement is binding upon me, my relatives, heirs, executors, administrators, assigns, and legal representatives. This Agreement is intended to be as broad and inclusive as permitted under applicable law. If any portion of this Agreement is held invalid, then that provision will be modified to the minimum extent necessary to make it enforceable and the rest of the Agreement will remain in effect as written.

I HAVE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND THAT I AM RELEASING LEGAL RIGHTS. I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY. I HAVE SIGNED THIS RELEASE VOLUNTARILY.

PARTICIPANT:

Date: _____	Printed Name: _____
	Address: _____
Signature: _____	City, State, Zip: _____
	Telephone ##: _____
	Texas DL ##: _____

WITNESS:

Date: _____	Printed Name: _____
Signature: _____	