

Field Visit Terms & Conditions

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is expressly acknowledged, the undersigned agrees as follows:

1. **“Oliver Travel Trailers”** means Oliver Travel Trailers, Inc., Oliver Travel Trailer Sales, Inc., as well as the employees, agents, affiliates, officers, directors, owners, shareholders, successors in interest, and assigns thereof.
2. **“Prospective Buyer”** means the undersigned and any other person meeting with Travel Trailer Owner as well as such persons’ heirs, assigns, and successors in interest.
3. **“Travel Trailer Owner”** means person, persons, or entity which currently own an Oliver Travel Trailer and which agree to allow Prospective Buyer to personally view their travel trailer.
4. **“Example Travel Trailer”** means the travel trailer owned by Travel Trailer Owner which Prospective Buyer will view.
5. **Assumption of Risk.** Prospective Buyer acknowledges that they understand the risks, including but not limited to serious bodily injury, death and/or property damage, associated with viewing the Example Trailer. Prospective Buyer nevertheless assumes these risks voluntarily.
6. **Release of Liability.** Travel Trailer Owner is not an employee or agent of Oliver Travel Trailers in any way. Oliver Travel Trailers has no ability or right to control the conduct of Travel Trailer Owner. **OLIVER TRAVEL TRAILERS SHALL NOT BE RESPONSIBLE FOR THE CONDUCT OF TRAVEL TRAILER OWNER, AND SHALL NOT BE RESPONSIBLE FOR ANY INJURIES OR DAMAGES CAUSED BY THE NEGLIGENCE OF TRAVEL TRAILER OWNER OR OLIVER TRAVEL TRAILERS.** Prospective Buyer, on behalf of themselves, their heirs, executors, and administrators, hereby releases and discharges from, and covenants not to sue Oliver Travel Trailers or Travel Trailer Owner for any and all liability, claims, demands, losses, causes of action or damages of whatever kind or nature, arising from or related in any way to Prospective Buyer’s visit to view the Example Trailer.
7. **No representations or warranties.** Oliver Travel Trailers makes no representations or warranties to Prospective Buyer regarding Travel Trailer Owner or Example Travel Trailer. Prospective Buyer understands that Example Travel Trailer may not conform to current models produced by Oliver Travel Trailers. The Prospective Buyer shall conduct their own investigation of any purchase from Oliver Travel Trailers and understands that Oliver Travel Trailers makes no representations that Example Travel Trailer will conform to any product purchased from Oliver Travel Trailers.



8. **Conduct of Prospective Buyer.** Prospective Buyer agrees to use their best judgment regarding the meeting between Prospective Buyer and Travel Trailer Owner. While meeting with Travel Trailer Owner, the Prospective Buyer shall conduct themselves in a respectful and polite manner and shall not engage in any illegal or otherwise ill-advised activities. Oliver Travel Trailers advises Prospective Buyer against bringing any pets to a meeting. However, if Prospective Buyer ignores this advice and chooses to bring a pet to the meeting, Prospective Buyer is responsible for the actions of the pet and assumes all risks and liabilities related to the pet. Travel Trailer Owner may ask the undersigned to leave at any time and for any reason. The Prospective Buyer shall immediately comply with any such request. Prospective Buyer shall not bring any person, including but not limited to any minors under the age of 18, to meet with Travel Trailer Owner who has not signed this agreement.
9. **Choice of Law.** Prospective Buyer agrees that this contract shall be interpreted according to the laws of the State of Tennessee. Prospective Buyer agrees that Oliver Travel Trailers does not engage in any business outside the State of Tennessee. Prospective Buyer agrees that if Oliver Travel Trailers or Travel Trailer Owner files suit or is required to defend any suit arising out of this agreement or Prospective Buyer's visit with Travel Trailer Owner, Prospective Buyer shall pay all fees, costs, and expenses, including reasonable attorney's fees incurred by Oliver Travel Trailers or Travel Trailer Owner.
10. **Severability.** Should any of the terms of this agreement be deemed by any court as unenforceable, such terms shall be stricken from this agreement and the remainder of the agreement shall remain in full force and effect.
11. **Indemnity.** Prospective Buyer agrees that if, despite this release, waiver of liability, and assumption of risk, Prospective Buyer makes a claim against Oliver Travel Trailers or Travel Trailer Owner, Prospective Buyer will indemnify, save, and hold harmless Oliver Travel Trailers or Travel Trailer Owner from any loss, liability, damage or cost which may be incurred as the result of such claim, including reasonable attorney's fees.

NOTICE: THIS IS AN IMPORTANT LEGAL DOCUMENT WHICH SUBSTANTIALLY AFFECTS YOUR LEGAL RIGHTS AND RESPONSIBILITIES. YOU ARE ENCOURAGED TO SEEK THE ADVICE OF COUNSEL SHOULD YOU NOT FULLY UNDERSTAND THIS DOCUMENT. THIS DOCUMENT MAY BE SIGNED ELECTRONICALLY. SUCH ELECTRONIC SIGNATURE SHALL BIND YOU TO THIS AGREEMENT. THE UNDERSIGNED CERTIFIES THAT THEY ARE POSSESSED OF ALL FACULTIES, ARE OF SOUND AND COMPETENT MIND, ARE AT LEAST EIGHTEEN YEARS OF AGE, AND ARE UNDER NO DURESS TO ENTER INTO THIS AGREEMENT. THE UNDERSIGNED HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE AND INTEND THEIR SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.



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Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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