



## COLUMBUS FAIR

### RELEASE AND WAIVER OF LIABILITY,

### ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Columbus Fair Auto Auction, Inc. (hereinafter, "CFAA") operates an automobile auction at 4700 Groveport Road, Obetz, Ohio (hereinafter, the "Premises"). Automobile auctions are loud, busy, and potentially hazardous places. Vehicles are continuously moving, exhaust fumes are present, and depending on the weather, floors, walkways, and other areas of the Premises (whether covered or uncovered) may be wet, snowy, slippery, and/or icy. Additionally, surfaces may be uneven, dangerous fluids may be present on floors, walkways, and other areas of the Premises, and vehicles maybe damaged and sharp edges and/or dangerous mechanical conditions may be exposed.

IN CONSIDERATION of being permitted on the Premises, and/or to observe, exhibit, attend, or participate in any way the auction events held on the Premises, EACH AND EVERY UNDERSIGNED, for himself/herself, his/her personal and business representatives, his/her guests, his/her heirs, and his/her next of kin (collectively, "Releasors"):

1. Acknowledges, agrees, and represents that he/she will conduct themselves safely and with courtesy and consideration to the benefit of all hosts, attendees, exhibitors, visitors, vendors, and law enforcement, observe safety instructions provided by auction staff, and remain out of those areas designated as restricted, cordoned, or coned off, or that would result in damage to the Premises or other property.
2. Acknowledges, agrees, and represents that he/she will not drive any vehicles consigned to CFAA or owned by CFAA unless expressly authorized to do so by CFAA, and, if express permission is granted, said vehicles may only be operated in the areas designated and under the terms and conditions specified by CFAA, while obeying all posted speed limits, traffic control devices, and all other traffic laws, with seatbelts fastened.
3. Acknowledges, agrees, and represents that he/she will not request transport or be transported in any vehicles that are not owned by CFAA due to consignor limitations and insurance mandates.
4. Acknowledges, agrees, and represents that he/she has or will immediately upon entering the Premises, and will continuously thereafter, inspect the Premises which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about the Premises and he/she feels anything to be unsafe, he/she will immediately advise officials of CFAA and leave the Premises and/or refuse to participate further in auction events until the unsafe condition has been removed.
5. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE CFAA and its associated companies, their shareholders, directors, officers, members, agents, contractors, and employees (collectively, "Releasees"), FROM ALL LIABILITY TO ANY RELEASORS FOR ANY AND ALL LOSS OR DAMAGE, AND ANY AND ALL CLAIMS OR DEMANDS THEREFOR ON ACCOUNT OF ANY INJURY TO ANY RELEASORS OR ANY RELEASORS' PROPERTY, OR OTHERWISE RESULTING IN LOSS, INJURY OR DEATH OF ANY RELEASORS ARISING OUT OF OR RELATED TO ANY OF THE UNDERSIGNEDS BEING PERMITTED ON THE PREMISES AND OBSERVING, EXHIBITING, ATTENDING, AND PARTICIPATING IN ANY WAY IN AUCTION EVENTS HELD ON THE PREMISES.
6. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST, including attorney's fees and costs, that incur arising out of or related to being permitted on the Premises and/or observing, exhibiting, attending, and/or participating in any way IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

7. Acknowledges and agrees that the movement of vehicles, equipment, and individuals at the Premises constitute open and obvious conditions and that Releasees are not obligated to you of such conditions.
8. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
9. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGES arising out of or related to being permitted on the Premises, driving vehicles, and/or observing, exhibiting, attending, or participating in any way in auction events held on the Premises, whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
10. HEREBY acknowledges that THE PREMISES AND AUCTION EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each and every UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAYBE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
11. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by laws of the State of Ohio, and that is any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
12. HEREBY agrees that the laws and Courts of the State of Ohio shall govern all questions or disputes relating to interpretations, performance, validity, enforcement, or effect of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE, ORAL OR WRITTEN, BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME

SIGN NAME HERE

DATE

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I HAVE READ THIS RELEASE

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CFAA USE ONLY

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Signature and Title of CFAA Witness

Date



## COLUMBUS FAIR

### RULES AND REGULATIONS FOR PUBLIC BUYERS

*Revised March 2022*

REPO SALE AT 12PM EVERY WEDNESDAY WITH 2-3 LANES DEPENDING ON VOLUME. REGISTER AT SECURITY GUARD SHACK TUESDAY 12-4PM, WEDNESDAY 9-11AM, AND THURSDAY 9-12PM.

- Public buyers at the Repo Sale must present a valid *Driver's License (or State ID card)* and proof of *Social Security number* in order to register for a bidder badge. Anyone entering the property must wear a pink safety vest and have a bidder badge to enter the sales arena. **NO GUESTS ARE ALLOWED.**
- Driver's license **MUST** be presented every time for viewing or bidder registration. When registering for viewing the Driver's license will be held until the pink safety vest is returned. If the pink vest is not returned or damaged a \$25.00 fee will apply.
- Only those with pink vests and bidder's badges will be allowed in the sales arena and the bidder badge **MUST** be displayed at all times. For safety reasons, anyone under the age of 18 is not allowed on Auction Premises. Only those registered with bidder badges are allowed to bid on vehicles.
- Prior to the sale, on Tuesdays from 12pm to 4pm and Wednesdays from 9am to 11am, vehicles may be inspected and started, but *cannot be moved or driven at any time.*
- Public Buyers are prohibited from bidding on all vehicles except for Repo vehicles listed in the Repo Sale Handout.
- Please follow all safety rules in the arena, including not walking between the vehicles as they are being driven through the sale area, not opening hoods and doors inside the sale arena, not riding in sale vehicles, and not smoking indoors.
- **ONLY** those with bidder badges are allowed to bid on vehicles. BUYER BEWARE ALL BIDS ARE FINAL.
- A separate \$1200.00 deposit is required UP FRONT in order to purchase a single vehicle. The first vehicle must be paid for before another deposit can be made to purchase a second vehicle. This deposit must be made prior to receiving a bidder badge and **MUST** be a cashier's check or money order **ONLY** made payable to "CFAA". CASH, PERSONAL CHECKS, OR CREDIT CARDS WILL NOT BE ACCEPTED. Deposits are non-refundable if the bid is accepted. The deposit will be applied to the purchase price of the vehicle. The deposit will be returned with the return of the pink safety vest.
- "IF" bids require a \$1200.00 deposit. Your "IF" offer is conditional upon the seller agreeing to sell the vehicle at the offered price. *Accepted "IF" bids must be paid in full (including buyer's fee) by 12:00 noon the following day or you will forfeit your \$1200.00 deposit and all future buying privileges.*
- The person whose name and bid number appears on the paperwork **MUST** relinquish their bid badge at the sale block. The title will be assigned to the person whose name appears on the paperwork.

- All vehicles are sold strictly AS IS with no warranty implied or expressed. BUYERS BEWARE: ALL BIDS ARE FINAL. Bidder is responsible for knowing what vehicle they are bidding on, that vehicle's disclosures, and vehicle's condition or features. There are no returns.
- FULL PAYMENT MUST be received by 12:00 the following day or you will forfeit your \$1200.00 deposit and future buying privileges. All vehicles purchased and paid need to be removed immediately or maybe subject to storage charges.
- PAYMENT: NO CASH, PERSONAL CHECKS, OR CREDIT/DEBIT CARDS ACCEPTED. We accept CERTIFIED FUNDS ONLY. Cashiers check must be made payable to "CFAA".
- A Buyers fee will be added to the purchase price of each vehicle; this fee is based on the selling price of the vehicle.
- PUBLIC BUYERS ARE NOT ALLOWED IN THE SALE ARENA UNTIL 12:00PM ON SALE DAY. Please be aware of the inherent safety hazards of an automobile auction, including but not limited to: moving vehicles, exhaust fumes, uneven walking surfaces due to weather conditions or automobile fluids, and vehicles with damaged or sharp edges, and or dangerous mechanical conditions. You may be required to sign a Release and Waiver of Liability in order to participate in the Public Auction.
- CFAA reserves the right to revoke a Public Buyer's registration at any time with no refund.

Registration Application

Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

Email Address: \_\_\_\_\_

By signing this document, I agree that I have read and understand the rules and regulations of CFAA. I Acknowledge that I will abide by all the rules listed above and, that my privilege to purchase vehicles can be revoked at any time.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_