

# WAIVER AND COVENANT NOT TO SUE

I, \_\_\_\_\_ (Property Owner) hereby release, waive, and covenant not to sue, upon all rights and claims for loss or damage I might accrue against Nihonto Antiques, LLC or Moses Becerra, for any and all losses or damages suffered by me or to my property, including but not limited to loss in shipping, theft, loss by fire, while my said property is and remains in the care, custody and control of Nihonto Antiques, LLC or Moses Becerra, for any reason or purpose, even if said losses or damages result from the negligence, gross or simple, of Nihonto Antiques, LLC or Moses Becerra. The undersigned Property Owner represents that he/she fully understands the meaning and effect of this Waiver And Covenant Not To Sue and further understands that his/her execution of this Waiver And Covenant Not To Sue will significantly limit his/her legal rights, and yet said undersigned Property Owner, with full knowledge, agrees to the terms of this Waiver And Covenant Not To Sue. The undersigned Property Owner further represents that he/she fully understands that if he/she wishes his/her property to be covered by loss insurance during the time said property is in the care, custody, or control of Nihonto Antiques, LLC or Moses Becerra, then it shall be his/her sole responsibility to secure such loss insurance coverage at his/her own expense. It is understood and agreed by the Property Owner that this Waiver And Covenant Not To Sue shall be a part of and a condition of any agreement between Nihonto Antiques, LLC or Moses Becerra and the Property Owner regarding any property of the Property Owner, whether written or oral.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name