

# RESIDENT WILDFIRE MITIGATION ACTIONS ON OPEN SPACE SUBMITTAL

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

Owner Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Filing & Lot: \_\_\_\_\_

## REQUIRED ITEMS FOR SUBMITTAL:

1. Schedule site visit with the Open Space Manager
2. Photos of trees to be removed or limbed
3. Number of trees to be removed (if applicable): \_\_\_\_\_
4. Plan for Slash Removal:
  
5. Signed Waiver (found at the end of this form).
6. Scope of Work (i.e. limbing 4 trees along the road, removing a small tree 45 feet from my house, mowing grass along the road, etc):

I understand that I need approval from the Genesee Open Space Manager prior to any removal.

Initials: \_\_\_\_\_

Signature of Owner (type name): \_\_\_\_\_

Signature of Open Space Manager (type name): \_\_\_\_\_

## Open Space Manager Comments:

### WILDFIRE MITIGATION WORK RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

To enter, occupy, and perform permitted wildfire mitigation work on open space property owned by Genesee Foundation (“Open Space”), a copy of this waiver must be completed and signed by the Genesee property owners performing the work or having the work performed on their behalf. Before signing, however, please read the waiver in full and be certain that you understand the implications of signing. **Express Assumption of Risk Associated with Recreational Activities(Required)**

I hereby affirm and acknowledge that I fully understand the hazards and risks associated with entering upon and performing wildfire mitigation work on Open Space. The inherent risks and hazards include, but are not limited to: 1. Injuries sustained from any and all wildfire mitigation work I perform or that is performed on my behalf (the “Work”). 2. Injuries sustained from objects that are either natural or man-made, such as rocks, cliffs, trees, and equipment used in performing the Work, or from misjudging terrain that induces slipping, falling, colliding or otherwise. 3. Injuries from hypothermia, heat stroke, dehydration, etc., from exposure to the elements, such as rain, cold, excessive heat or the weather in general. 4. Physical injuries sustained due to my own personal negligence and/or the negligence of others, the excessive use of alcohol or legal or prescription drugs, the prohibited use of illegal drugs, and the like. 5. Injuries or illnesses sustained from either plants or animals, such as aggressive or biting pets, service animals, wildlife, or exposure to any plants or animals present within Open Space. 6. Accidents, injuries or illnesses occurring in locations on Open Space where no immediate medical attention is available. 7. The malfunction, misuse, or danger associated with the use of equipment used in performing the Work. 8. Failure to wear or use the appropriate clothing, footwear, or safety equipment while perform the Work.

Initials: \_\_\_\_\_

I understand that the description of these risks is in no way complete and that all such or similar dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability, or death. Release of Liability, Waiver of Claims and Indemnity Agreement: In making it possible to perform the Work on Open Space, I both agree and acknowledge that: 1. I hereby release and hold harmless with respect to any and all illness, injury, disability, death, or loss or damage to person or property – whether caused by negligence or otherwise – the following named persons or entities herein referred to as Releasees: Genesee Foundation, its officers, directors, employees, managers, and representatives. 2. I hereby release the Releasees from any and all liability and responsibility and for any claims that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities and Work WHETHER CAUSED BY ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES, UNSAFE OR DANGEROUS CONDITIONS ON THE OPEN SPACE, OR OTHERWISE. By executing this document, I agree to waive any such claims and to hold the Releasees harmless and indemnify them in conjunction with regard to any illness, injury, disability, death, or loss or damage to me or my contractors, agents, representatives, family members or anyone else involved in the entry upon Open Space and performance of the Work. 3. By entering into

this agreement, I am not relying on any oral or written representation of statements made by the Releasees other than that set forth in this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall still be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND NOT ONLY DO I FULLY UNDERSTAND ITS TERMS BUT I ALSO UNDERSTAND THAT I HEREBY RELEASE ALL LIABILITY OF AND AGREE TO INDEMNIFY RELEASEES AND THEREIN RELINQUISH LEGAL RIGHTS BY SIGNING IT. I ALSO SIGN IT FREELY AND VOLUNTARILY UNDER MY OWN FREE WILL WITHOUT ANY INDUCEMENT, OR COERCION OR OTHERWISE. THIS AGREEMENT MAY NOT BE REVOKED AND SHALL REMAIN IN FULL FORCE AND EFFECT AT ALL TIMES WHEN I OR THOSE WORKING WITH OR FOR ME ARE PRESENT ON THE OPEN SPACE FOR PERFORMANCE OF THE WORK. THIS AGREEMENT IS GOVERNED BY AND SHALL BE INTERPRETED IN ACCORD WITH THE LAWS OF THE STATE OF COLORADO.**

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

Signature of Owner (type name): \_\_\_\_\_