

## Resident Wildfire Mitigation Actions on Open Space

1. **Policy Accountable Owner:** Open Space Committee OSC, ARC
2. **Policy Name:** Resident wildfire mitigation actions on Open Space
3. **Purpose for policy:**
  - a. Define the process and provide guidance for residents to gain permission to alter Open Space by remove or reduce vegetation in compliance with Section 3 (b), (c) and (e) of the Supplemental Declarations of Covenants, Conditions, & Restrictions.
4. **Policy details:**
  - a. Due to the increasing wildfire risk in Genesee, it is important for residents to be able to alter the vegetation near their homes to reduce ignition risk for their homes and also support safe and timely emergency evacuation should the need ever occur. There is a policy for tree removal on private property and on adjacent Open Space. (<https://geneseefoundation.org/tree-removal-guidelines/>). This policy provides a streamlined process to request and approve removal of tree limbs and shrubs, and for mowing grass on Open Space near homes.
  - b. The Supplemental Declarations prohibit the alteration of Open Space (<https://geneseefoundation.org/hoa/governing-documents/>). This policy, with approval from the Open Space Manager, allows certain modifications and work to be performed on Open Space for the benefit of the adjacent parcel(s).
  - c. Work described in this policy is for wildfire risk reduction only.
  - d. **Process:**
    - i. Residents must first contact the Open Space Manager with a request to perform work in Open Space next to their property. No work may be initiated prior to an onsite meeting with the Open Space Manager or Assistant Open Space Manager (Foundation Staff).
    - ii. At the onsite mandatory meeting, Foundation Staff and the resident will review property boundaries, neighboring view corridors and boundaries and proposed work to be done.
    - iii. The Scope of the work will be determined by the resident and Open Space Manager at the onsite meeting. No work outside of this predetermined scope may be performed.
    - iv. Foundation Staff will send a final form with agreed upon scope to the resident for signature. Staff will take before pictures of the approved work area.
    - v. Work may not begin until Foundation Staff has received a completed Liability Form from the resident.
    - vi. Residents must notify Foundation Staff once work is complete and send post-work photos within 10 days of work completion.
    - vii. With Open Space Manager permission, resident is allowed to:
      1. Cut grass
        - a. If mowing grass, grass height can be mowed down to 3 inches and only in areas specified by the Foundation staff.
        - b. Resident can maintain a grass height of 3 inches with regular return intervals of mowing with Foundation staff permission.
      2. Trim tree branches up to 10 feet or 1/3 tree height on trees marked during prework meeting

- a. If removing limbs, limb should be cut back to branch collar. In order to preserve tree health, not more than 50% of live green needles on the tree should be removed.
  3. Remove small trees or shrubs that are 6 inches in diameter or less measured at 4.5 feet tall within their defensible space that extends into Open Space (Defensible space extends 100 feet from the structure).
  4. For removal of trees on Open Space by residents or their contractors greater than 6 inches in diameter, see Resident Tree Removal Policy, Section 4.
- viii. If hiring a contractor to perform work on Open Space, residents are required to secure proof of liability insurance from their contractor naming Genesee Foundation as additionally insured.
1. Resident hiring contractor to work on Open Space must follow procedure outlined in 4.c.vi – xii of “Resident Tree Removal Policy”
- ix. Residents can reseed disturbed Open Space areas using Genesee native grass mix or Genesee native wildflower mix.
- x. Residents are responsible for slash or debris resulting from these tasks. Open Space Manager may be able to assist in slash or debris removal.

- **Approved By: Board of Directors**
- **Supersedes: N/A**
- **Approval Date: April 27, 2022**
- **Review Date: 2026**

## **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:**

I, \_\_\_\_\_ (PRINT FIRST AND LAST NAME), 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.

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.**

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Please print your full name

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Signature

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Date