

COAST RIDGE FOREST COUNCIL
PROPERTY OWNER RELEASE OF LIABILITY & INDEMNIFICATION

WHEREAS, the Coast Ridge Forest Council (“CRFC”) provides fuel reduction services, including vegetation removal, piling, burning, chipping etc., at no cost to residents as a public service; and

WHEREAS, property owners may voluntarily consent to fuel reduction services on their properties; and
WHEREAS, fuel reduction services involve risks, including but not limited to the risk of property damage, aesthetic changes to vegetation, and personal injury. Therefore, the CRFC enters the following agreement with:

_____ (“Property Owner”); and
_____ (“Contractor”)

On _____ (date), whereby Property Owner releases the CRFC of liability for claims arising from or related to fuel reduction and/or removal activities as described herein.

1. **PROPERTY.** Property Owner warrants and guarantees they own the property identified below, hereinafter referred to as “Property.”

Property Address: APN(s): _____

2. **PROJECT.** The Project is the CRFC Evacuation Route and Hazardous Fuels Reduction Project, Phase I. Project involves construction of a shaded fuel break through the removal of vegetation, such as weeds, wood, brush, debris, and trees (Project). The Project will involve biological and cultural surveys. Project may involve the use of equipment and machinery, such as saws, pruners, hatchets, axes, tracked equipment/masticators, chippers, and other vegetation management equipment. The Project is coordinated by CRFC with work conducted by private contractors and other authorized individuals. Vehicles, equipment, and workers may enter the Property.

3. **RELEASE & WAIVER OF LIABILITY.** In consideration of the opportunity to participate in the Project, Property Owner, for themselves and their heirs, successors, legal representatives, and assigns, hereby releases, waives, and discharges the CRFC, their respective directors, officers, and any individual working on their behalf, from liability from any and all claims arising from or related to the Project. Property Owner expressly waives their right to assert unknown claims under Civil Code § 1542.

4. **ASSUMPTION OF RISK.** The Project has certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. Specific risks vary, but risks may include damage to the Property, damage to other property on the Property, personal injury, damage to adjacent properties, and aesthetic changes to the landscape. Property Owner desires CRFC to conduct the Project and therefore accepts and assumes these risks.

6. **INSURANCE.** Property Owner acknowledges that neither Property Owner nor the Property will be covered by or eligible for any insurance coverage provided by the CRFC, including, but not limited to medical, property, pollution, and liability insurance.

8. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of California and the County of Sonoma, and disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California.

9. PROJECT TERMINATION. Property Owner may withdraw their request for or consent to the Project at any time before the Project commences by providing written notice to Judy Rosales (jrosales@mcn.org). CRFC may cancel or terminate the Project at any time by notifying Property Owner verbally or in writing.

PROPERTY OWNER

By signing below, I, Property Owner, indicate I have read this Agreement, fully understand its terms, and understand I am giving up substantial rights, including the right to sue, and accepting risks associated with the Project on my property. NOTE: ALL property owners listed on property's deed must sign below or a Power of Attorney may be substituted for multiple landowners. For properties held in trust, trustees signing below acknowledge that they are signing both as a trustee and as an individual.

Property Name

Property Signature

Date

Property Signature

Date

Property Signature

Date

How to return:

Email:

Please scan and email your completed agreement to Outreach Coordinator Melissa Bushner at melissabushner@gmail.com

Mail:

Please mail your completed agreement to:

Coast Ridge Forest Council
PO Box 139
Cazadero, CA 95421

If you would prefer to sign your agreement electronically, please email Melissa Bushner at melissabushner@gmail.com to request a Docusign agreement.