

City of Reedsport
RELEASE AND WAIVER OF LIABILITY
For Recipients of the Community Wildfire Risk Reduction Grant



PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability, executed on (Date) _____, by (Name) _____ in favor the City of Reedsport, members of the Oregon State Fire Marshal, their partnering organizations, members and affiliates (herein referred to as “the Mitigation Assistance Team”) is legally binding.

I, the Recipient, desire the mitigation assistance team to engage in Wildfire Mitigation and vegetation management activity on my property. I understand that such activities could entail (but are not limited to) collecting and piling brush and debris, removal of vegetation near structures and roadways on my property. I freely and voluntarily execute this Release under the following terms:

1. PERMISSION TO ENTER. I hereby attest that I am the owner or authorized agent of the owner of the property located at the following address: _____.

I hereby grant the Mitigation Assistance Team access to this above listed property, at reasonable times and under reasonable conditions, for the purpose of carrying out wildfire mitigation and assessment activities.

2. RELEASE AND WAIVER. I hereby release and discharge the Mitigation Assistance Team and its partnering organizations from any and all liability, claims and demands of whatever kind either in law or in equity, which arise or may hereafter arise from related activities with said organizations. I understand that this Release discharges said organizations from any liability or claim that I may have against the Mitigation Assistance Team to bodily injury, personal injury or property damage that may result from the Mitigation Assistance Team volunteers working on my property. I also understand that the Mitigation Assistance Team does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to property insurance in the event of damage or loss. I understand that this release will survive the termination of the Mitigation Assistance Team's work on the subject property.

3. ASSUMPTION OF RISK. I understand that the Mitigation Assistance Team's work may include work on and near my property that may be hazardous, including but not limited to work with power tools and heavy limbs. I hereby expressly assume the risk of property damage and/or loss due to volunteer activities.

4. INSURANCE. I understand that the Mitigation Assistance Team does not carry or provide insurance coverage for any homeowner's personal property.

RECIPIENT'S SIGNATURE: _____

5. PHOTOGRAPHIC RELEASE. I hereby grant unto the Mitigation Assistance Team rights to any and all photographic or video images taken on/of my property, during wildfire mitigation-related activities, the Mitigation Assistance Team for internal use or for reasons of publicity.

RECIPIENT'S SIGNATURE: _____

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RELEASE OF CONFIDENTIAL INFORMATION

I, _____ authorize the Mitigation Assistance Team to release information that is considered relevant and necessary for the purpose of determining assistance to other partnering agencies involved in assistance with wildfire mitigation.

I further understand that the release of this information does not guarantee that assistance will be provided, but that without this release, partnering agencies cannot provide information to the Mitigation Assistance Team to assist with wildfire mitigation needs, nor can the Mitigation Assistance Team provide information to other partnering agencies about my eligibility for other programs to assist with wildfire mitigation needs.

RECIPIENT'S SIGNATURE: _____

RECIPIENT'S SIGNATURE: _____

RECIPIENT'S NAME:

ADDRESS:

CITY: STATE: ZIP:

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Name

Phone

Address

Alt Phone

City, Zip

Email

Does recipient need to be present for work to be completed? ☐ Yes ☐ No

Is this recipient's primary residence? ☐ Yes ☐ No

If Rental; Owner's Signature for approval of work: _____

Poison oak, sumac, or ivy present? ☐ Yes ☐ No ☐ Unknown

Unrestrained animals on property? ☐ Yes ☐ No

Any other known hazards on the property? _____

(Optional Question)

Do you participate in any other Oregon financial assistance programs?

CREW MEMBERS WILL NOT WORK NEAR POWER OR UTILITY LINES

Vegetative Debris Removal Plan

Where can the material be left or safely piled on the property while awaiting disposal?

☐ Front Yard ☐ Driveway ☐ Other _____

I verify that all of the above information is true and correct.

Signature

Office Notes:

Date Received:

Received By: