



# San Rafael Wildfire Mitigation Homeowner Assistance RELEASE AND WAIVER OF LIABILITY for Recipients of Wildfire Mitigation

INTAKE #:

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

This Release and Waiver of Liability, executed on (DATE) \_\_\_\_\_, by (RECIPIENT'S NAME) \_\_\_\_\_, in favor of the City of San Rafael, members of the Marin Wildfire Prevention Authority, their partnering organizations such as AmeriCorps, 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, removal of flood-damaged personal property and simple home repair 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

(PROPERTY ADDRESS) \_\_\_\_\_.

I consent to providing the Mitigation Assistance Team access to this 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 forever 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.

**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.

**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: \_\_\_\_\_

## RELEASE OF CONFIDENTIAL INFORMATION

I, (RECIPIENT'S NAME): \_\_\_\_\_ 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.

RECIPIENT'S SIGNATURE: \_\_\_\_\_

RECIPIENT'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

## Office Use Only

Collected by: \_\_\_\_\_ on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at \_\_\_\_ am/pm

