Assumption and Release of Liability Agreement
for *Torchbearr* Activity

|  |  |
| --- | --- |
| Location Address:  |  |
| Landowner/Host:  |  |
| Activity:  |  |
| Date:  |  |

Recitals

 The Landowner or Host (named above) intends to hold an Activity (described above) that is promoted and coordinated by the (*Torchbearr*), a () County-based partnership for organizations, landowners, and individuals interested in using prescribed burning, and other vegetation management strategies to restore ecologically resilient and firesafe communities. Other Members of the () intend to participate in the Activity as Participants.

 This Agreement is intended to assign responsibility and liability between the Landowner or Host, any Participants, and the ().

Agreement

Now, therefore, the Landowner or Host and the undersigned Participants hereby agree as follows:

1. Landowner or Host. The Landowner or Host intends to undertake the above Activity to benefit certain property and/or to further its mission or purpose. Participants in the Activity will help the Landowner or Host achieve these goals. In consideration for this assistance, the Landowner or Host states and agrees as follows:
	1. I agree to follow all applicable local, state, federal, and tribal laws and have obtained all applicable permits, licenses, and authorizations necessary for the Activity.
	2. I agree to act in a safe and responsible manner at all times.
	3. On behalf of the Landowner or Host, and its officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, I agree that the Landowner or Host is responsible for its own acts and omissions undertaken during the Activity, and the results thereof, and that it is not responsible for the acts or omissions, nor the results thereof, of any other Landowner or Host or Participant during or related to the Activity. I agree to assume the risk and liability for any and all claims, losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths resulting in any manner from my acts or omissions and/or the act or omissions of the Landowner or Host’s officers, directors, members, employees, volunteers, agents, and representatives during or related to the Activity.
	4. On behalf of the Landowner or Host, and its officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, I further agree to release and waive all claims and liabilities against any other Landowner or Host, Participant, other Member of the (), and the (), and their officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, for any and all losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths during or related to the Activity, except to the extent caused by the gross negligence or willful misconduct of the other Landowner or Host or Participant. I intend this waiver and release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability or other theory of recovery.
	5. The Landowner or Host hereby agrees to indemnify and hold any other Landowner or Host, Participant, other Member of the (), and the (), and their officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns harmless for any and all claims or liabilities for any and all losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths made against other Landowners or Hosts, Participants, other Members, or the () arising out of any act or omission of the Landowner or Host or its officers, directors, members, employees, volunteers, agents, or representatives during or related to the Activity.
	6. For any prescribed and/or training burn Activity:
		1. I have completed the attached “Prescribed and/or Training Burn Checklist” and received approval from the steering committee of the (**)** for promotion and/or coordination among its Members. I certify that the information contained on the Prescribed and/or Training Burn Checklist is true and correct.
		2. Notwithstanding Sections 1.3 to 1.5, the Landowner or Host agrees to accept all liability for any and all claims, losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths to or from any person or entity not participating in the Activity during or related to the Activity, except to the extent caused by the gross negligence or willful misconduct of a Participant.
		3. Therefore, the Landowner or Host agrees to indemnify and hold every Participant, other Member of the (), and the ()harmless for any and all claims or liabilities for any and all losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths made against the Participant, other Member, or the ()during or related to the Activity, except to the extent caused by the gross negligence or willful misconduct of the Participant or other Member.
2. Participant. The undersigned Participants have received permission from the Landowner or Host to participate in the above Activity. In consideration of this permission, each undersigned Participant states and agrees as follows:
	1. I agree to follow all applicable local, state, federal, and tribal laws.
	2. I agree to act in a safe and responsible manner at all times and to follow the instructions of the Landowner or Host.
	3. I have been instructed in and understand the use of the equipment that I am to use. I understand that my participation in the Activity may involve sustained, strenuous, physical activity. I am in good health and I am aware of no physical problem or condition which will limit or interfere with my ability to participate in the Activity in either predicted or emergency conditions. I also understand that medical attention may not be readily available.
	4. I will not participate in the Activity unless and until I am familiar with and understand the objectives, strategies, and tactics for the Activity, and I understand my role in the Activity, including the actions I am to take in the event of unexpected hazards.
	5. On behalf of myself, and my heirs, personal representatives, and assigns, I agree that I am responsible for my own acts and omissions undertaken during the Activity, and the results thereof, and that I am not responsible for the acts or omissions, nor the results thereof, of the Landowner, Host, or other Participant during or related to the Activity. I agree to assume the risk and liability for any and all claims, losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths resulting in any manner from my acts or omissions during or related to the Activity.
	6. On behalf of myself, and my heirs, personal representatives, and assigns, I further agree to release and waive all claims and liabilities against the Landowner, Host, other Participants, other Members of the (), and the (), and their officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns, for any and all losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths during or related to the Activity, except to the extent caused by the gross negligence or willful misconduct of the Landowner, Host, or other Participant. I intend this waiver and release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability or other theory of recovery.
	7. I agree to indemnify and hold the Landowner, Host, other Participants, other Members of the (), and the () and their officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns harmless for any and all claims or liabilities for any and all losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths made against the Landowner, Host, other Participants, other Members, or the () arising out of my act or omission during or related to the Activity.
	8. For any prescribed and/or training burn Activity:
		1. I agree to follow the written burn plan.
		2. I agree to follow the instructions of the Landowner, Host, or burn boss and any other supervisory personnel.
		3. I am aware that even when carried out in the context of a planned operation, the management of wildland fire can be a dangerous activity. I agree that I am participating in these wildland fire operations at my own risk and acknowledge that the Landowner or Host has made no warranty or representation, express or implied, regarding the safety of conducting wildland fire operations. I have reviewed the attached Prescribed and/or Training Burn Checklist and understand and am comfortable with the level of preparation, training, experience, and protective equipment required by the Landowner or Host.
		4. Because the Landowner or Host has agreed to indemnify all Participants per Section 1.6(c), Section 2.7 (concerning indemnification) does not apply.
3. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.
4. By signing below, I acknowledge that I am 18 years of age or older, have thoroughly read and understand this agreement and that the statements I have made in it are all true and may be relied upon by the other parties to this agreement.

**Landowner or Host**

|  |  |
| --- | --- |
| Signature:  |  |
| Date:  |  |
| Print Name:  |  |
| Title (if applicable):  |  |

**Participant**

|  |  |
| --- | --- |
| Signature:  |  |
| Date:  |  |
| Print Name:  |  |

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

|  |  |
| --- | --- |
| Name:  |  |
| Address:  |  |
| Phone Number:  |  |

**Participant**

|  |  |
| --- | --- |
| Signature:  |  |
| Date:  |  |
| Print Name:  |  |

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

|  |  |
| --- | --- |
| Name:  |  |
| Address:  |  |
| Phone Number:  |  |

**Participant**

|  |  |
| --- | --- |
| Signature:  |  |
| Date:  |  |
| Print Name:  |  |

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

|  |  |
| --- | --- |
| Name:  |  |
| Address:  |  |
| Phone Number:  |  |

**Assumption and Release of Liability Agreement
for Good Fire Alliance Activity**

**Additional Participant Signature Page**

**Participant**

|  |  |
| --- | --- |
| Signature:  |  |
| Date:  |  |
| Print Name:  |  |

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

|  |  |
| --- | --- |
| Name:  |  |
| Address:  |  |
| Phone Number:  |  |

**Participant**

|  |  |
| --- | --- |
| Signature:  |  |
| Date:  |  |
| Print Name:  |  |

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

|  |  |
| --- | --- |
| Name:  |  |
| Address:  |  |
| Phone Number:  |  |

**Participant**

|  |  |
| --- | --- |
| Signature:  |  |
| Date:  |  |
| Print Name:  |  |

Emergency Contact: The following individual has been notified that I am participating in the Activity. In case of an emergency, please notify:

|  |  |
| --- | --- |
| Name:  |  |
| Address:  |  |
| Phone Number:  |  |

**Prescribed and/or Training Burn Checklist**

Please describe how the proposed prescribed and/or training burn meets the following criteria, which must be met for approval by the Torchbearr promotion or coordination:

|  |  |
| --- | --- |
| Written Burn Plan:  |  |
| Burn Boss, if applicable: |  |
| Applicable permits, licenses, or authorizations:  |  |
| Participant training requirements, if any:  |  |
| Participant protective equipment requirements:  |  |
| Adequate insurance for burn activities, including accidents or injuries resulting from smoke (detail policy, amount, and required endorsements, including additional insureds, primary coverage, and waivers of subrogation):  |  |