

RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

As a Wildfire Partners participant I understand that I am required to permit and participate in a wildfire home assessment on my property with a Wildfire Mitigation Specialist. Based upon the results of the home assessment, the Wildfire Mitigation Specialist will work with me to take steps that may reduce the risk of wildfire damage to my property. I acknowledge and agree to the following:

RIGHT OF ENTRY: I certify that I am the owner or the owner's authorized agent of the below described property, and that I have the legal authority to enter into this Agreement. I grant freely and without coercion the right of access and entry to my property to Wildfire Partners, its agents and authorized Contractors at a mutually agreed upon date and time to assess my property for the risk of wildfire damage, to develop a customized wildfire mitigation report designed to reduce the risk of wildfire damage, to mark vegetation for removal with paint and to make follow up visits to my property to make sure I am fully prepared for future wildfires.

HOLD HARMLESS: I understand that this Agreement/Permit is not an obligation upon Wildfire Partners to perform any work my property. I agree to hold harmless Wildfire Partners, Boulder County, its elected and appointed officials, and its employees, agents and representatives and Wildfire Mitigation Specialists for damages of any type whatsoever, either to the above-described property and/or any improvements on, or a part of the property, or to persons situated thereon. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities while performing Assessment, Inspection and Educational Work.

DISCLOSURE OF HOMEOWNER INFORMATION: I understand that Wildfire Partners will collect data regarding my property in order to prepare a customized fire mitigation plan and publish countywide maps of certified Wildfire Partners homes (names and addresses will not be included on maps). With the exception of local fire districts and Saws and Slaws, Wildfire Partners will not share this data with third parties. I further understand that to the extent the data is public information, disclosure may be subject to the Colorado Open Records Act (C.R.S. 24-72-201 et seq.) and other legal requirements. Wildfire Partners will not disclosure to third parties, except as required by law, any personal information they may collect in connection with my participation in the program. Wildfire Partners will share program information with program funders as part of normal program reporting. I further acknowledge that Wildfire Partners will disclose the name, address and status of program participants to their local fire protection district. Additionally, I understand that if a participant in Wildfire Partners (including myself) wants to know which of his or her neighbors are also participating in the program in order to help coordinate wildfire mitigation efforts, Wildfire Partners will provide this information to those program participants.

DISCLAIMER: I have read and understand the following Disclaimer:

While the purpose of the Wildfire Mitigation Assessment is to reduce the risk of fire damage to your home or property, following the recommendations in the Assessment does not guarantee prevention of such damage. Wildfire mitigation work around your home can give firefighters the best chance to defend and protect your property from wildfires, and can also substantially increase your safety and reduce the risk to life and property. However, wildfire is unpredictable and can be impossible to stop or control, regardless of what mitigation efforts you have taken. Wildfire Partners makes no warranties, guarantees or representations of any kind with respect to the effectiveness of any mitigation efforts you undertake in connection with your participation in the Wildfire Partners program.

By Signing Below, you affirm the above terms:

Name:

Date: