

2021-2022 Butte County Cal-TREX

FIRE TRAINING RELEASE AGREEMENT

Training Site(s): Multiple Sites – November 2021 through February 2022

Landowner(s): Multiple Landowners

City/Town and County: Butte and Plumas Counties **State:** CA

Training Date(s): Training weekends October 22-24, 2021 and November 5-7, 2021. On-call prescribed fire crew from November 2021 through February 2022.

Name of Participant: _____

I am participating in the above-described fire training (the “Training”) to be conducted by The Nature Conservancy and The Watershed Research and Training Center [collectively, the “Organizations”) and I state and agree as follows:

1. I understand that the Training is intended to provide basic information on fire ecology, fire management and prescribed burning. I also understand that the Training may involve participation in one or more activities involving live fire, which may include preparatory work and post-burn monitoring and mop-up (the “live fire events”).

2. I agree to follow the instructions of the incident commander or burn leader, and any supervisory personnel within my chain of command, prior to, during and after each live fire event. I have been instructed in and understand the use of the equipment that I am to use. I understand that my participation in live fire events 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 as a member of a fire crew under either predicted or emergency conditions. I also understand that medical attention may not be readily available.

3. I am aware that even when carried out in the context of a planned operation, live fire events can be dangerous. I agree that I am participating in these live fire events at my own risk, and acknowledge that the Organizations have made no warranty or representation, express or implied, regarding the safety of conducting live fire events. I understand that if at any time the Organizations determines in their sole discretion that I am unable to fulfill the duties assigned to me during a live fire event, they reserves the right to remove me from those duties.

4. On behalf of myself, my heirs, estate and personal representatives, I hereby forever agree (i) to release the Organizations, the Landowner, and their officers, directors, employees, and agents from any and all claims, liabilities, losses, damage, costs and expenses resulting from any injury to me or damage to my property arising out of my presence at the Training, travel to or from the Training, or my participation in the Training and any associated live fire events; (ii) to waive any rights I may have in connection with the foregoing; and (iii) not to make any claim or institute any suit, action or proceeding in connection with the foregoing. 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. On behalf of myself, my heirs, estate and personal representatives, I further agree to indemnify the Organizations and the Landowner their officers, directors, employees and agents against any and all claims, suits, damages, losses, liabilities and expenses incurred or suffered by them to the extent caused by my acts or omissions in connection with my participation in the live fire events, or because of any inaccurate statements I have made in this Fire Training Release Agreement.

6. I understand that I am not an employee of the Organizations and that I am, therefore, not entitled to any benefits provided by the Organizations for its employees, including, without limitation, workers' compensation or health and medical insurance coverage. I acknowledge that I have my own health & medical insurance. I agree to provide The Nature Conservancy with evidence that the appropriate coverage is in effect upon request at any time.

7. By signing below, I acknowledge that I am eighteen (18) years of age or older, have thoroughly read and understand this form and that the statements I have made in it are all true and may be relied upon by the Organizations.

Training Participant

Signature: _____

Print Name: _____

Date: _____