



## Waiver of Liability, Assumption of Risk and Indemnity Agreement

*Chipper and/or Chipper Truck Use for Vegetation Removal/Defensible Space Maintenance*

Name of Person or Organization: \_\_\_\_\_ (“User”)

**Waiver:** Loan and use of the “Chipper and/or Chipper Truck” is for user’s sole benefit. In consideration for lending and being permitted use of the Chipper and/or participation in Chipper Day activities (the “Activity”), User for itself and its heirs, personal representative, assigns, officers, agents, employees, volunteers, members or participants (as applicable to the type of entity) do hereby release, waive, discharge and covenant not to sue the Ross Valley Fire Department, its constituent agencies, Board members and officers, agents and employees (“Releases”), from liability for any and all claims including negligence of Releases, resulting in personal injury, accidents, or illness (including death) and property loss from, but not limited to the Activity.

**Assumption of Risks:** User acknowledges that participation in Chipper Day activities, including but not limited to the presence and use of the “Chipper and/or Chipper Truck”, are dangerous and can result in property damage, serious injury and death. User agrees to take care to avoid damage, injury or death, but acknowledges that there are certain inherent risks that cannot be eliminated. This may include: (1) minor injuries, such as scratches or bruises, (2) major injuries, such as the loss of sight or limbs and (3) catastrophic injuries, such as paralysis and death. User knows, understands and appreciates these and other risks that are inherent in the Activity. User hereby asserts that its participation in the Activity is voluntary and that User knowingly assumes all such risks.

**Indemnification and Hold Harmless *The Ross Valley Fire Protection District* (“District”):** User also agrees to defend, indemnify and hold harmless *the District and Releases* from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees, brought as a result of the Activity and to reimburse the district for any such expenses incurred.

**Insurance:** User shall maintain and provide proof of Commercial General Liability, Auto Liability and Auto Physical Damage insurance (or combination of CGL and Umbrella coverage) with a combined single limit of at least \$2,000,000 applicable to this Agreement. District shall be named as an additional insured on the Certificate and provided with a copy of the Certificate. At District’s request, User shall provide a copy of the insurance policy/policies, with all

endorsements. Insurance and proof of coverage shall be provided on forms acceptable to District.

**Acknowledgment of Understanding:** User or its authorized representative has/have read this Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, and understand that User is giving up substantial rights, including the right to sue. I hereby confirm that I have authority to enter into this Agreement on behalf of User, if other than me, and acknowledge that I am signing this Agreement freely and voluntarily and intend by my signature on this Agreement to be a complete and unconditional release of all claims to the greatest extent allowed by law.

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Signature

Print Name

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Witness: Signature

Print Name

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Date