

## RIGHT OF ENTRY/HOLD HARMLESS AGREEMENT

As a Wildfire Partners Program participant, I understand that I am required to permit and participate in a wildfire home assessment on my property with a Wildfire Partners Program Ambassador. Based upon the results of the home assessment, the Wildfire Partners Program Ambassador 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 property described in the assessment report, 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 the Wildfire Partners Program, its affiliated 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, to potentially mark vegetation for removal with paint or marking tape, and to make follow up visits as necessary. **HOLD HARMLESS:** I understand that this agreement is not an obligation upon the Wildfire Partners Program or its affiliate agents and agencies to perform any mitigation work of any kind on my property. I agree to hold harmless the Wildfire Partners Program, its affiliated agents and agencies, its elected and appointed officials, and its employees, agents and representatives for damages of any type whatsoever, either to the property described in the assessment report 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 the Wildfire Partners Program and its affiliated agents and agencies will collect data regarding my property in order to prepare a customized fire mitigation plan. With the exception of agencies and agents directly affiliated with the Wildfire Partners Program, the program administrators will not share identifiable 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. The Wildfire Partners Program administrators will not disclose 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 and administrators as part of normal program reporting and data analysis. I further acknowledge that the Wildfire Partners Program may disclose the name, address and report status of program participants to their local fire protection district upon formal request, and for official purposes that serve the program. 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, the Wildfire Partners Program may provide this information to those program participants. **DISCLAIMER:** I have read and understand the following Disclaimer: Wildfire is a phenomenon of nature, and is therefore not fully predictable or controllable by human intervention. The recommendations contained in the assessment report represent best practices in accordance with national wildfire mitigation standards, and property owners and their assigns are given no guarantee and shall have no expectation that any mitigation efforts will prevent or limit damage to property or life. All guidance provided by assessors is for informational and educational purposes only, and does not constitute binding legal advice, nor shall those personnel performing Wildfire Home Ignition Zone Assessments be liable for any damages caused by the homeowner's wildfire mitigation efforts, by vendors hired to complete mitigation work, or by an actual wildfire event. Property owners and their assigns agree to release the Larimer County Sheriff's Office, their personnel, and all affiliates performing Wildfire Home Ignition Zone Assessments through the Wildfire Partners Program from any claims

associated with or arising out of the implementation of the recommendations contained in the assessment report.

**SIGNED:** All owners/agents must sign the Waiver/Disclaimer, either on this form, or on the signature line of the assessment report.

Property Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Initial if signing digitally on the signature line of the assessment report: \_\_\_\_\_

Program Administrator Contact: If you have any questions about this form, email your questions to the Wildfire Partner Program Coordinator at [eshlemrf@co.larimer.co.us](mailto:eshlemrf@co.larimer.co.us)