

**Assumption of Risk, Indemnification, and Release of Liability Agreement  
for Yolo Prescribed Burn Association Activity**

Location Address: \_\_\_\_\_  
Property Owner: \_\_\_\_\_  
Burn Boss (if any) \_\_\_\_\_  
Activity: \_\_\_\_\_  
Date(s): \_\_\_\_\_

*Recitals*

A. The Property Owner (named above) intends to hold an Activity (described above) that is coordinated by the Yolo Prescribed Burn Association (“YPBA”), a partnership of the Yolo County Resource Conservation District (“YCRCD”), tribes, organizations, landowners, and individuals interested in using prescribed fire and completing related preparatory and training work.

B. If listed above, the Property Owner has decided to engage a Burn Boss to direct the Activity (“Burn Boss”). If no Burn Boss is listed, references to “Burn Boss” throughout this agreement are null and void.

C. Individuals affiliated with the YPBA intend to participate in the Activity (“Participants”).

D. Other individuals intend to observe the Activity with no participation (“Non-Participant Observers”).

E. This Agreement is intended to assign responsibility and liability between the Property Owner, any Burn Boss, the Participant(s), the Non-Participant Observer(s), and YPBA.

*Agreement*

Now, therefore, the Property Owner, Burn Boss, undersigned Participants, and undersigned Non-Participant Observers (each, individually, a “Party” and collectively “Parties”) hereby agree as follows:

**1. Assumption of Risk and Waiver of Claims for ALL PARTIES.**

1.1 Each Party agrees to assume the risk to itself for any and all claims, losses, costs, damages, expenses (including attorneys’ fees), personal injuries, or deaths resulting in any manner to itself and its officers, directors, members, employees, volunteers, agents, representatives, heirs, and assigns arising from, during, or related to the Activity.

1.2 On behalf of itself, and its officers, directors, members, employees, volunteers, agents, representatives, successors, heirs, and assigns, each Party releases and waives all claims and liabilities against every other Party and YPBA, and their officers, directors, members, employees, volunteers, agents, representatives, successors, heirs, and assigns, for any and all of its own losses, costs, damages, expenses (including attorneys' fees), personal injuries, or deaths arising from, during, or related to the Activity, except to the extent caused by the gross negligence or willful misconduct of another Party.

1.3 The release and waiver in this Section 1 is effective regardless of whether the claim of liability is asserted in negligence, strict liability, or other theory of recovery.

2. **Property Owner.** The Property Owner 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 Property Owner achieve these goals. In consideration for this assistance, the Property Owner states and agrees as follows:

2.1 To follow all applicable local, state, federal, and tribal laws and to obtain or caused to be obtained all applicable permits, licenses, and authorizations necessary for the Activity.

2.2 To act in a safe and responsible manner at all times.

2.3 That the Burn Boss, Participant(s), and Non-Participant Observer(s) have permission to access the property listed above to conduct the Activity.

2.4 If no Burn Boss is listed above, to assume the risk and liability for any and all claims or liabilities for any and all losses, costs, damages, expenses (including attorneys' fees), personal injuries or deaths to all other people or entities except the Property Owner, Burn Boss, Participant, Non-Participant Observer, or the YPBA ("Third Parties") resulting in any manner from the Activity, except to the extent caused by the gross negligence or willful misconduct of another Party.

2.5 If no Burn Boss is listed above, to indemnify, defend, and hold the other Parties and their officers, directors, members, employees, volunteers, agents, representatives, successors, 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 to Third Parties made against the other Party or their officers, directors, members, employees, volunteers, agents, representatives, successors, heirs, and assigns during or related to the Activity, except to the extent caused by the gross negligence or willful misconduct of another Party.

3. **Burn Boss.** The Burn Boss intends to undertake the above Activity with assistance of the Property Owner and Participant(s). In consideration for this

assistance and for permission to access the property, the Burn Boss states and agrees as follows:

3.1 To follow all applicable local, state, federal, and tribal laws.

3.2 To act in a safe and responsible manner at all times.

3.3 To assume the risk and liability for any and all claims or liabilities for any and all losses, costs, damages, expenses (including attorneys' fees), personal injuries or deaths to Third Parties resulting in any manner from the Activity, except to the extent caused by the gross negligence or willful misconduct of another Party.

3.4 To indemnify, defend, and hold the other Parties and their officers, directors, members, employees, volunteers, agents, representatives, successors, 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 to Third Parties made against the other Party or their officers, directors, members, employees, volunteers, agents, representatives, successors, heirs, and assigns during or related to the Activity, except to the extent caused by the gross negligence or willful misconduct of another Party.

4. **Participant.** The undersigned Participant(s) have received permission from the Property Owner to participate in the above Activity. In consideration of this permission, each undersigned Participant states and agrees:

4.1 To follow all applicable local, state, federal, and tribal laws.

4.2 To act in a safe and responsible manner at all times and to follow any written burn plan and the instructions of the Property Owner, Burn Boss and any other supervisory personnel.

4.3 I have adequate medical insurance coverage in the event of injury.

4.4 I have been instructed in and understand the proper 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 or with unexpected hazards. I understand that medical attention may not be readily available.

4.5 I will not participate in the Activity unless and until (a) I am familiar with and understand its objectives, strategies, and tactics and (b) I understand my role in the Activity, including the actions I am to take in the event of emergency conditions or unexpected hazards.

4.6 I am aware that even when carried out in the context of a planned operation, the preparation for and management of wildland fire is a dangerous activity. I agree that I am participating in these wildland fire operations at my own risk and acknowledge that the Property Owner and Burn Boss has made no warranty or representation, express or implied, regarding the safety of conducting wildland fire operations. I have reviewed the attached Prescribed Burn Information Sheet and understand and am comfortable with the level of training, experience, and protective equipment required by the Property Owner.

5. **Non-Participant Observer.** The undersigned Non-Participant Observer(s) have received permission from the Property Owner to access the property during the above Activity. In consideration of this permission, each undersigned Non-Participant Observer states and agrees:

5.1 To follow all applicable local, state, federal, and tribal laws.

5.2 To act in a safe and responsible manner at all times and to follow the instructions of the Property Owner, Burn Boss and any other supervisory personnel.

5.3 I have adequate medical insurance coverage in the event of injury.

5.4 I am aware that even when carried out in the context of a planned operation, the management of wildland fire is a dangerous activity. I agree that I am observing these wildland fire operations at my own risk and acknowledge that the Property Owner and Burn Boss have made no warranty or representation, express or implied, regarding the safety of conducting wildland fire operations.

6. **Media Release for ALL PARTIES (With Opt-Out).**

6.1 I hereby irrevocably consent to and authorize the use by any Party of any and all photographs, video, voice recordings, or other media taken of me including derivative works thereof (collectively, the "Images"), and any reproduction of them in any form in any media whatsoever, whether now known or hereafter created, throughout the world in perpetuity.

6.2 I also consent to the use of my name or likeness, or an assigned fictitious name, in connection with the exhibition, distribution, merchandising, advertising, exploiting and/or publicizing of Images.

6.3 I hereby release and discharge all Parties and their officers, employees, licensees, and affiliates from any and all claims, actions, suits or demands of any kind or nature whatsoever, in connection with the use of Images and the reproduction thereof as aforesaid. I understand and agree that the entity that makes the Images will be the exclusive owner of all rights, including, but not limited to, all copyrights, in and to the Images in whole or part, throughout the universe, in perpetuity, in any medium now known or hereafter developed, and to

license others to so use them in any manner the Party may determine in its sole discretion, without any obligation to me.

6.4 I hereby waive any right that I may have to inspect and/or approve the use of the Images or any reproductions thereof, by any Party.

## 7. **Additional Terms.**

7.1 The duty of the Property Owner and Burn Boss to indemnify and hold harmless as provided in above includes the duty to defend as set forth in Civil Code section 2778 with counsel acceptable to the indemnified Party. Each Party waives any and all rights to any type of express or implied indemnity or right of contribution from the other Parties resulting from, growing out of, or in any way connected with or incident to the Activity, except to the extent expressly provided herein.

7.2 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

7.3 Unless otherwise expressly provided by law, no joint venture or principal-agent relationships shall be deemed to exist in any Activity.

7.4 If any paragraph, section, sentence, clause, or phrase in this Agreement shall become illegal, null, or void for any reason, or shall be held by a court of competent jurisdiction to be illegal null, void, or against public policy, the remaining paragraphs, sections, sentences, clauses, or phrases herein shall not be affected thereby and the balance of the Agreement shall remain fully enforceable.

7.5 By signing, the Parties certify that the individuals listed below as their representatives are authorized to act in their respective areas for matters related to this Agreement.

7.6 By signing, each individual Party acknowledges that they are 18 years of age or older (or have consent of a parent or guardian), have thoroughly read and understand this Agreement and that the statements they have made herein are all true and may be relied upon by each other Party.

**[signatures on next page]**

**Property Owner**

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

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

Print Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Media Opt-out. By initialing here, I do not agree to the terms of Section 6 \_\_\_\_\_

**Burn Boss**

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

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

Print Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Media Opt-out. By initialing here, I do not agree to the terms of Section 6 \_\_\_\_\_

**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: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Media Opt-out. By initialing here, I do not agree to the terms of Section 6 \_\_\_\_\_

**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: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Media Opt-out. By initialing here, I do not agree to the terms of Section 6 \_\_\_\_\_

**Participant (Under 18)**

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

Print Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Parent or Guardian: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Media Opt-out. By initialing here, I do not agree to the terms of Section 6 \_\_\_\_\_

**Non-Participant Observer**

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: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Media Opt-out. By initialing here, I do not agree to the terms of Section 6 \_\_\_\_\_

**Non-Participant Observer**

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: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Media Opt-out. By initialing here, I do not agree to the terms of Section 6 \_\_\_\_\_

**Non-Participant Observer (Under 18)**

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

Print Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Parent or Guardian: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Media Opt-out. By initialing here, I do not agree to the terms of Section 6 \_\_\_\_\_



1623823.5