

**Town of Jerome – Fire Department
Waiver, Release And Hold Harmless Agreement**

This Waiver, Release and Hold Harmless Agreement ("Release") is made on this _____ day of _____, 20_____

By: _____ ("Recipient").

Address: _____

WHEREAS, The Town of Jerome Fire Department participates in the Firewise® program in the Town of Jerome and nearby surrounding areas, a program under which the Jerome Fire Department members provide fuel mitigation services at no charge to and for the benefit of the property owners to solve wildland/urban interface situations.

WHEREAS, in consideration of the willingness of the Jerome Fire Department and its members to provide such services at no charge, Recipient is willing to execute this Waiver, Release and Hold Harmless Agreement;

NOW THEREFORE, Recipient, on behalf of itself and its heirs, assigns and all other persons or entities claiming by, under or through Recipient, represents, covenants and agrees as follows:

1. Recipient acknowledges that in the course of providing services under the Firewise® program, The Jerome Fire Department or its members, employees, officers, agents or representatives might cause injuries, death, property damage or other harm to Recipient or to third parties. Recipient accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during or result from any activities of or services provided by the Jerome Fire Department or its members, employees, officers, agents or representatives, except only to the extent caused by the negligence or other fault of the Jerome Fire Department, The Town of Jerome, and/or its or their departments, affiliates, members, employees, officers, agents, representatives or insurers ("Released Parties").

2. Recipient waives, releases and forever discharges all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from any activity of or services provided by any of the Released Parties under or in connection with the Firewise® program, including but not limited to any such injury, damage, loss, or claim arising from any fire department services or any other services provided as part of the Firewise®

program, except only to the extent caused by the negligence or other fault of any of the Released Parties.

3. Recipient agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that (i) Recipient, (ii) anyone claiming by, under or through Recipient, or (iii) any third party, may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from the participation by, or services supplied by, any of the Released Parties in the Firewise® program, except only to the extent caused by the negligence or other fault of any of the Released Parties.

4. Recipient acknowledges having carefully read and reviewed this Waiver, Release And Hold Harmless Agreement, and Recipient represents that it fully understands and voluntarily executes the same.

EXECUTED this _____ day of _____, 20_____.

Recipient / Property Owner

By: _____ (signature)

_____ (printed)

Town of Jerome Fire Department

By: _____ (signature)

_____ (printed/typed)

Title: _____