

PERMISSION TO ENTER PREMISES AND PERFORM WORK

Having been advised by the Division as to what should be done on our property to comply with the program and being in agreement with what has been proposed, I/we grant permission to Division personnel or its authorized agents to enter our property identified above for purposes of performing the work agreed upon. As landowners we understand and acknowledge that this project does not guarantee that structures or property will be free from damage or destruction in a fire. We further understand that while the Division or its authorized agents will make every effort to adhere to the agreed upon work plan, there may be damage to trees and shrubs that were not part of the original work plan. I/we hereby release and waive any liability against the Division, its employees and agents for said damage if it was caused during of their good faith efforts to comply with the work plan.

The Division acknowledges and agrees that it has assumed the sole obligation and duty to provide a safe workplace for its employees on the landowner's property and agrees that landowner has no responsibility therefore. The Division agrees to defend, indemnify and hold harmless landowner from and against all claims, losses, liability and suits for injury or damages which may be brought by employees or contractors of the Department of Natural Resources or its subcontractors against the landowner, except for claims, losses, suits or damages resulting from or arising out of the sole negligence or willful misconduct of landowner.

DATED this _____ day of _____, 20____.

LANDOWNER

LANDOWNER

DIVISION OF FORESTRY, FIRE
AND STATE LANDS