

## **AGREEMENT AND RELEASE FROM LIABILITY**

This AGREEMENT AND RELEASE FROM LIABILITY (“this Agreement”) is entered into this XX day of MONTH, YEAR, by and between LANDOWNER, and the undersigned individuals who desire to cut, remove and transport wood from fallen trees on LANDOWNER-owned land. LANDOWNER and the undersigned individuals hereby expressly agree as follows:

1. The undersigned individuals desire to enter onto LANDOWNER-owned land for the purpose of cutting, removing and transporting wood from fallen trees (“the work”) for their own purposes.
2. LANDOWNER agrees to allow the undersigned individuals to enter onto LANDOWNER-owned land for the purpose of cutting, removing and transporting wood from fallen trees for their own purposes, on condition of, and in consideration for, the undersigned individuals’ covenants and release from liability as set forth in this Agreement.
3. The undersigned individuals acknowledge and agree that they are not agents or employees of, or in any way affiliated with, LANDOWNER but will perform the work as independent contractors.
4. The undersigned individuals understand and acknowledge that the work of cutting, removing and transporting wood from fallen trees is an inherently dangerous activity with a high risk of serious personal injury and/or property damage. They agree to assume the entire risk and liability of performing the work as well as to assume the entire responsibility for ensuring the safety of themselves and others in performing the work.
5. The undersigned individuals agree that LANDOWNER has no obligation or responsibility for providing them a safe working environment, insurance coverage, worker’s compensation, medical care, in connection with the work, and they further agree that ensuring a safe working environment as well as obtaining such coverage and care is solely their own responsibility.
6. The undersigned individuals, acting individually and jointly, hereby expressly release, waive, discharge, and covenant not to sue the other, their officers or members, from and for any and all liabilities, claims, demands, losses, injuries, property damages, wrongful death, loss of services, loss of profits, or consequential, exemplary, indirect or punitive damages, which may occur as a result or arise out of the work. The undersigned individuals, acting individually and jointly, hereby expressly agree that if, despite this Agreement, anyone acting on behalf of them, individually or jointly, makes a claim against the other, its officers or members, they will jointly and severally indemnify, save and hold harmless one another, their officers and members from any and all litigation expenses, attorney fees, losses, liabilities, damages, or costs, which any may incur as a result of such claim. The undersigned individuals understand and hereby expressly agree that they are releasing, discharging and waiving any and all claims and actions whatsoever that they may have individually or jointly either presently or in the future as it relates to the work.

7. LANDOWNER and the undersigned hereby expressly agree that this Agreement is the sole and exclusive understanding between them and that no other oral or written representation or expression of intent is to be given legal effect. LANDOWNER and the undersigned individuals further hereby agree that this Agreement is to be interpreted in accordance with the laws of the state of STATE, as broadly and inclusively as those laws permit.

By signing below, I acknowledge that I have read and understand this AGREEMENT AND RELEASE FROM LIABILITY and enter into it willingly and voluntarily.

LANDOWNER

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By: LANDOWNER NAME

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