

RELEASE AND HOLD HARMLESS AGREEMENT

BE IT KNOWN, FOR VALUE RECEIVED AND OTHER GOOD CONSIDERATION;

(NAME(S) OF PROPERTY OWNER(S)) (HEREINAFTER KNOWN AS 'INDEMNITOR')

OF (ADDRESS OF PROPERTY) _____

JOINTLY AND SEVERALLY GIVE OUR PERMISSION TO CONDUCT WEED CONTROL WORK ON OUR PROPERTY AND TO FULLY INDEMNIFY AND HOLD HARMLESS, THE _____ COOPERATIVE WEED MANAGEMENT AREA, (HEREINAFTER TOGETHER KNOWN AS "INDEMNITEE"). TOGETHER WITH AGENTS, REPRESENTATIVES AND VOLUNTEERS THEREOF, AND THEIR SUCCESSORS AND ASSIGNS, FROM ANY CLAIM, ACTION, LIABILITY, LOSS, DAMAGE OR SUIT ARISING FROM OR INCURRED IN CONNECTION WITH OR RELATING TO: CUTTING, SPRAYING, THINNING AND REMOVAL OF NOXIOUS AND INVASIVE WEEDS, AND OTHER HARMFUL TYPES OF VEGETATION; INCLUDING REMOVING INVASIVE AND NOXIOUS WEEDS FROM/ON THE AFOREMENTIONED PROPERTY, FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR ANY OTHER CLAIM WHATSOEVER THAT MAY OCCUR AS A RESULT OF OR IN CONJUNCTION WITH ACTS OR OMISSIONS OF THE ABOVE-NOTED PERSONS OR ORGANIZATIONS.

(1) IN THE EVENT OF ANY ASSERTED CLAIM, THE INDEMNITEE SHALL PROVIDE THE INDEMNITOR REASONABLE TIMELY WRITTEN NOTICE OF SAME, AND THEREAFTER THE INDEMNITOR SHALL AT THEIR OWN EXPENSE DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEE AGAINST SAID CLAIM OF ANY LOSS, LIABILITY, ACTION, ATTACHMENT OR JUDGEMENT THEREUNDER.

(2) IN THE FURTHER EVENT THE UNDERSIGNED SHALL SO FAIL TO DEFEND AND/OR INDEMNIFY AND HOLD HARMLESS THE INDEMNITEE, THEN IN SUCH INSTANCE THE INDEMNITEE SHALL HAVE FULL RIGHT TO DEFEND, PAY OR SETTLE SAID CLAIM ON THEIR OWN BEHALF WITHOUT WRITTEN NOTICE TO THE UNDERSIGNED, BUT WITH FULL RIGHTS OR RECOURSE AGAINST THE INDEMNITOR FOR ALL FEES, COSTS AND EXPENSES INCURRED TOGETHER WITH SUCH PAYMENTS MADE, AGREED TO BE PAID, REQUIRED TO DISCHARGE SAID CLAIM OR REIMBURSE INDEMNITEE FOR ANY AND ALL LOSSES SUSTAINED, INCLUDING COSTS AND ATTORNEY'S FEES.

(3) UPON ANY BREACH OF THIS AGREEMENT, THE INDEMNITOR FURTHER AGREES TO PAY ALL REASONABLE ATTORNEY'S FEES NECESSARY TO ENFORCE THIS AGREEMENT.

(4) THIS AGREEMENT SHALL BE UNLIMITED AS TO THE AMOUNT OR DURATION, EXCEPTING THAT IT SHALL NOT EXTEND TO ANY CLAIM FOR WHICH THERE IS ADEQUATE INSURANCE.

(5) THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES, THEIR SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES.

(6) THIS AGREEMENT INCLUDES THE CONDITIONS APPENDED AS ATTACHEMENT A, ENTITLED "STATEMENT OF CONSENT" AND CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. IT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS BETWEEN THEM.

(7) IT IS UNDERSTOOD AND AGREED UPON, BY AND BETWEEN THE INDEMNITOR AND INDEMNITEE THAT THIS AGREEMENT IS ENTERED INTO WITHOUT UNDUO INFLUENCE, FRAUD, COERCION, OR MISREPRESENTATION FOR ANY REASON NOT HEREIN STATED. EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT AND THAT IT IS BEING ENTERED INTO VOLUNTARILY. EACH PARTY AGREES TO ABIDE BY THE PROVISION OF THIS AGREEMENT.

(8) THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA.

(9) IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE, IT SHALL NOT AFFECT THE VALIDITY OF ANY OTHER PROVISION.

IN WITNESS WHEREOF, I/WE HAVE HEREUNTO SET MY HAND/OUR HANDS THIS _____ DAY OF _____, _____.

SIGNATURE OF OWNER OF PROPERTY

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ATTACHMENT A
Statement of Consent
Galena Forest Unit I Chapter, Nevada Fire Safe Council