

Acknowledgement and Acceptance of Prescribed Burning Requirements & Obligation to Notify Adjacent Landowners Disclaimer:

Dear Private Landowner:

Thank you for your interest and support of habitat and wildlife management. Without the dedication and support of private landowners in Kentucky, the Department of Fish & Wildlife Resources (KDFWR) could not fulfill its mission. Prescribed burning is a valuable resource for habitat management; however, it is absolutely imperative that proper precautions are taken. Please review this document and the associated Prescribed Burn Plan to familiarize yourself with the process and the necessary precautions.

The Prescribed Burn Plan does not guarantee a successful prescribed burn. Proper precautions, safety procedures, equipment, training and planning are required to safely and successfully conduct a prescribed burn. Because of the variables in fuel, topography, and weather, it is not possible to guarantee success or safety during a prescribed burn.

Knowing the danger and necessary precautions, KDFWR expressly disclaims any responsibility or liability for damage caused during a prescribed burn. KDFWR provides the private burn plan to assist you in your preparation and precaution, but KDFWR does not guarantee success even if the private burn plan is followed.

By signature, you are acknowledging that you understand that KDFWR does not guarantee the success of your prescribed burn and expressly disclaims any responsibility or liability for your prescribed burn. You are further acknowledging that it is your responsibility to contact your adjacent neighbors and notify them of the planned prescribed burn.

Therefore,

In exchange for Department on-site assistance with prescribed burning on my property at no charge to myself and/or for the development of an Rx Burn Plan to satisfy U.S. Department of Agriculture (USDA) contractual program commitments, I agree to indemnify, save and hold harmless the Department and any employee and Department volunteer from any loss, liability, damage or cost that may occur.

I further expressly agree that this Agreement is intended to be as broad and as inclusive as is permitted by the law of the Commonwealth of Kentucky, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect;

This Agreement constitutes the entire understanding between the parties hereto, superseding all prior written or oral understandings, and may not be modified, amended or terminated except by a written agreement signed by each of the parties hereto.

All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal

action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky or as prescribed in KRS Chapter 44 if appropriate.

No part of this agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231, and the United States Constitution, Eleventh Amendment.

I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between me and the Department, and I have signed it of my own free will.

By: _____

(Landowner Name (print))

By: _____

(KDFWR Employee Name (print))

Signature*

KDFWR Signature

Date

Date

*For prescribed burning, the landowner must sign.

Original to Biologist

Copy to Landowner

Copy to Regional Coordinator