

Summit County Defensible Space Partners Program Application

Personal Information *Required fields outlined in red

Applicant Name:

Contact Person: *(if different)*

Mailing Address:

City, State, Zip:

Physical Address: *(if different)*

Phone:

E-Mail:

Community or Landowner Information

Community Name or HOA:

Physical Address, Property Description, and/or Name of Summit County Open Space where tree removal will occur? Use Summit County GIS Parcel Query Tool for address <http://gis.summitcountyco.gov/map/>

Schedule #:

Defensible Space and Home Hardening Completed on Private Property: Successful applicants will have either already completed defensible space work on their property, or will complete it in conjunction with this permit.

What Defensible Space (*now called Home Ignition Zone*) work has been or will be done on the landowner's property?

What home hardening has been completed on the landowner's home?

For more information about Defensible Space guidelines, visit <https://csfs.colostate.edu/wildfire-mitigation/wildfire-defensible-space-checklist/> or <https://csfs.colostate.edu/wildfire-mitigation/protect-your-home-property-forest-from-wildfire/>.

For a Home Ignition Zone Home Assessment contact [Summit Fire](#), 970-262-5100, (outside Breckenridge) or [Red, White & Blue Fire](#) (Town of Breckenridge/Blue River), 970-453-2474.

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Project Summary of Proposed Defensible Space Work to be completed on Summit County Open Space
(attach additional information, include map from Summit County GIS website <http://www.co.summit.co.us/>)

Project Description: *Describe how the trees will be removed? What else can you tell us about the project?*

Who will complete the work?

Contractor? YES NO Applicant/homeowner? YES NO

Where will the wood/forest products go?

Remove and give to contractor? YES NO

Remove for personal use (*firewood, logs, etc*) YES NO

Quantity: How many trees do you plan to remove? Live = Dead =

Quantity: How much other woody material (limbs ect.) do you plan to remove? (*est. cubic feet*)

Describe how slash (limbs and tops) will be disposed of:

Ex. Lopped and Scattered? Chipped and Scattered? Removed from site?

Timeline: *Approximately when will tree removal occur?*

Access: Do you have owner accessibility or permission: YES NO

Is there road access to remove trees available? YES NO

How will Summit County Open Space be accessed?

Will Tracked or Wheeled Motorized Equipment be needed? YES NO

If requesting exemption to drive on SCOS, explain why this exemption is needed and what alternative methods have been considered.

Liability

Have you read and signed the liability release agreement provided by the county and submitted it along with this application? YES NO

Return completed application to Ashley Garrison: ashley.garrison@colostate.edu

Summit County Use
Date Received: Received By:

DEFENSIBLE SPACE PARTNERS RELEASE FROM LIABILITY, INDEMNITY, WAIVER OF RIGHTS and ASSUMPTION OF RISK FOR ENTRY UPON SUMMIT COUNTY GOVERNMENT OPEN SPACE

Name of Participant: _____ (the "Participant").

In consideration of being permitted to enter upon Summit County Government ("County") open space for the sole purpose of participating in the Defensible Space Partners program, I, the undersigned Participant, voluntarily state and agree as follows:

1. **I AM AWARE AND ACKNOWLEDGE OF THE RISKS AND HAZARDS INHERENT IN THE REMOVAL OF TREE OR BEING PRESENT IN AREAS WHERE THE REMOVAL OF TREES IS HAPPENING BY MYSELF OR OTHERS (THE "ACTIVITIES") INCLUDING BUT NOT LIMITED TO THE RISK OF DEATH OR OTHER SERIOUS PHYSICAL INJURY OR PROPERTY DAMAGE TO ME AND/OR OTHERS.**

2. I will at all times engage in the Activities in a safe manner that is duly considerate of others and my own safety.

3. I agree to abide by any and all rules and procedures as well as any directions of County staff.

4. I, for myself, my executors, personal representatives, administrators, assignees, and heirs hereby waive, release and discharge any and all liabilities, causes of action, claims and demands for all injuries, damages or losses whatsoever that may arise out of or relate to my participation in the Activities, against Summit County Government and Colorado State Forest Service, including without limitation those against Summit County's elected officials, agents, employees, authorized volunteers, (hereinafter referred to collectively as the "Released Parties"). I further agree to indemnify hold harmless and defend the Released Parties from any loss, liability, damage, or cost arising out of or relating to my participation in the Activities.

5. I understand and agree that this Release shall be governed by the laws of the State of Colorado and that jurisdiction and venue for any legal action arising from participation in the Activities shall be in Summit County Colorado District Court or U.S. District Court for the District of Colorado.

6. I understand and agree that this Release shall be interpreted as broadly as possible and binding to the fullest extent of the law, that if any provision of this Release is held invalid or unenforceable that the remaining provisions of the Release shall remain in full effect and that no provision of this Release shall constitute a waiver of any of the Released Parties' legal rights, protections or immunities under the Colorado Governmental Immunity Act §§ 24-10-101, et seq., Colorado Revised Statutes or any other law or legal theory.

I HAVE CAREFULLY READ RELEASE FROM LIABILITY, INDEMNITY, WAIVER OF RIGHTS and ASSUMPTION OF RISK FOR ANY USE OF OR ENTRY UPON SUMMIT COUNTY GOVERNMENT OPEN SPACE AND VOLUNTARILY AGREE TO THE SAME.

Signature of Participant

Date