

RELEASE OF LIABILITY

In consideration for use of prescribed burn trailer and equipment (the "Burn Trailer and Equipment"), owned by **Texas Organization of Wildlife Management Associations (TOWMA)**, **Coastal Bend Prescribed Burn Association (CBPBA)** and stored at the offices of **Texas Parks and Wildlife (TPWD)**, located at 2805 N. Navarro, Victoria, Texas 77905 ("TPWD Office"), I, the undersigned, individually or on behalf of the entity indicated below, execute this Release of Liability ("Release") and state and agree as follows:

1. The Burn Trailer and Equipment will be used on an estimated _____ acres for the purposes of conducting prescribed burn(s) to maintain or restore grassland and/or shrubland located at the site indicated after my signature below ("Site"). I shall not have a security, ownership, or other interest in the Burn Trailer and Equipment, except the limited, temporary right to use the Burn Trailer and Equipment in a safe and non-negligent manner for these purposes during the time period set forth in Paragraph 3 below. I acknowledge that **TOWMA and CBPBA** are sole owners of the Burn Trailer and Equipment.
2. I agree to pay the amount of \$50 per 24 hours or \$75 per 36 hours as determined by days of possession, with a minimum payment of \$50. I will provide TOWMA with payment of one-half (1/2) of the amount due based an estimated _____ days of possession upon my receipt of the Burn Trailer and Equipment and with payment of the remaining balance upon return of the Burn Trailer and Equipment to the TPWD Office. Payment shall be calculated for all days starting with the date of my receipt of the Burn Trailer and Equipment through the day of its return to the TPWD Office.
3. I agree to pick up the Burn Trailer and Equipment from the TPWD Office and to return the Burn trailer and Equipment to the TPWD Office on or before _____, 200____, in the same condition that I received it, ordinary wear and tear excepted. I will furnish a **copy of my driver's license**, proof of **landowner liability insurance and liability auto insurance** (or if applicable, commercial or other liability insurance) upon receipt of the Burn Trailer and Equipment. I agree to provide secure storage and shelter for the Burn Trailer and Equipment.
4. I agree to use the Burn Trailer and Equipment and conduct any burns with utmost care and safety in a non-negligent manner and to take all reasonable precautions to avoid injury to myself, other persons, wildlife, livestock, and domestic animals, and damage to the Burn Trailer and Equipment and other property, whether personal or real property, in connection with use of the Burn Trailer and Equipment or conducting any burns. I represent and warrant that I am qualified and have adequate experience in conducting burns and in the proper use of the Burn Equipment, including familiarity with its operating, safety, and maintenance requirements, and agree that I will comply with all requirements for use of the Burn trailer and equipment. I also agree to comply with all laws and regulations, along with any rules that may be provided by TOWMA, involving the Burn Trailer and Equipment and any burns conducted. I further agree that the Burn Trailer or equipment shall not be used or transported by any minors or third parties and that no liens, security interests, adverse claims, or other encumbrances shall be created, incurred, assumed or allowed to exist with respect to the Burn Trailer and Equipment contained within.
5. I ACCEPT THE BURN TRAILER AND EQUIPMENT "AS IS" AND "WITH ALL FAULTS" AND ACKNOWLEDGE THAT TOWMA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT THE BURN EQUIPMENT OR ANY BURNS CONDUCTED, INCLUDING WITHOUT LIMITATION, (1) THE SAFETY, CONDITION, OR SUITABILITY FOR ANY PURPOSE WHATSOEVER OF THE BURN EQUIPMENT OR ANY BURNS TO BE CONDUCTED, OR (2) MY QUALIFICATIONS OR CAPABILITIES TO USE THE BURN EQUIPMENT OR CONDUCT ANY BURNS. I UNDERSTAND THAT USE OF THE BURN EQUIPMENT AND CONDUCTING ANY BURNS COULD RESULT IN INJURY TO PERSON OR PROPERTY AND ACKNOWLEDGE AND AGREE THAT I AM USING THE BURN EQUIPMENT AND CONDUCTING ANY BURNS AT MY OWN RISK.
6. I hereby assume all risk and hazards associated with the Burn Trailer and Equipment and any burns conducted, whether foreseen or unforeseen. I waive and release TOWMA and their respective officers, directors, trustees, invitees and employees (collectively, the "Released Parties") from any and all claims, liabilities, losses, damages and expenses resulting from any injury to person or property arising out of my use of the Burn Trailer and Equipment or otherwise associated with the Burn Trailer and Equipment or any burns conducted. I further agree

to indemnify, defend (with counsel approved by the Released Parties) and hold harmless the Released Parties from and against any and all claims, liabilities, losses, damages, injuries and expenses due to any reason whatsoever associated with the Burn Equipment and any burns conducted. I INTEND THAT THIS RELEASE AND INDEMNITY APPLY TO AND INCLUDE ANY INJURY, DEATH, DAMAGE OR OTHER LOSS OR LIABILITY CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, AND ALSO INCLUDES ALL CONSEQUENTIAL AND EXEMPLARY DAMAGES, COSTS OF COURT AND ATTORNEYS' FEES.

7. If any provision of this Release is held to be invalid, void, or unenforceable, such provision shall be deemed stricken as if it had never been included in this Release; the remaining provisions of this Release shall in no way be affected or impaired, and such remaining provisions shall continue in full force and effect and be read to be workable to the fullest extent possible in the absence of the stricken provision. This Release shall be governed, interpreted, and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws provisions thereof.
8. By signing below, I acknowledge that I am at least 18 years of age, that I have thoroughly read and understand this form, and that the statements that I have made in it are all true. If signing on behalf of an entity, I represent and warrant that I am duly authorized to execute this Release on behalf of and to legally bind said entity.

(Signature)

Date

(Print name – indicate position if signing on behalf of entity)

Driver's License No.

(Print company name if signing on behalf of entity)

Mailing Address and Contact Information:

Site for Use of Burn Equipment:

Contact Person

Farm/Ranch Name

_____ County, Texas

Telephone: _____

Facsimile: _____

Physical Address

Email: _____