



Wildfire Fuel Mitigation Tool Lending Cache

Fire District Liability & Indemnification Waiver

I, _____ (print full name), attest that:

- I am capable and experienced in using the tools I am borrowing, that I will use the tools in the way they were intended, and in accordance with the safety and user guides made available to me.
- I will only allow individuals aged 18 years or older who have signed this Liability & Indemnification Waiver to use the tools, in the way the tools were intended to be used, and in accordance with the safety and user guides made available to me.
- The undersigned acknowledges that the use of these tools carries inherent risks, including but not limited to the risk of loss, injury, damage, or death. By signing this waiver, the undersigned voluntarily assumes all risks associated with the use of tools.
- On behalf of myself, my successors, and assigns, I waive all current and future claims against the Black Forest Fire Rescue Protection District, its officers, agents, volunteers, and employees, or any associated organization, or entity providing support for, or contributions to the tool lending cache program, for any injuries of any nature, that I may incur in the use of the tools that I am borrowing.
- On behalf of myself, my successors, and assigns, in consideration of being permitted to borrow tools, I agree to release, indemnify, and hold harmless the Black Forest Fire Rescue Protection District, its officers, agents, volunteers, and employees, and any associated organization or entity providing support for, or contributions to the tool lending cache program from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage, including but not limited to structures, trees, vegetation, vehicles, or people which arises or may arise in any way from the use of tools I am borrowing from the program, whether caused by the negligence of the District or otherwise.
- I am aware that the Black Forest Fire Rescue Protection District, its officers, agents, volunteers, and employees, or any associated organization or entity providing support for, or contributions to the tool lending cache program claim no expertise and make no representation concerning the fitness of any tool for any particular use. I have inspected each tool prior to borrowing, reported any damage or defects to the Wildfire Fuel Tool Lending Cache Representative, and I accept the condition of the tool. I agree that if the borrowed tool becomes unsafe in any way, including damage incurred during normal use, I will immediately discontinue use of the tool, return it to the tool cache, and follow tool check-in and damage reporting procedures.
- I have read and fully understand the rules and regulations of Black Forest Fire Rescue Protection District Wildfire Fuel Mitigation Tool Lending Cache and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or a legal requirement to

reimburse the program for irreparably damaged, lost, or stolen tools. I agree to return any borrowed tool on or before the 7-day rental period due date in good working condition. If tools are not returned by the due date designated below, an overdue notice may be issued, and appropriate steps may be taken to communicate with the borrower and retrieve the tools as necessary. The District reserves the right to pursue the cost of replacing any tools that are not returned or are returned in a damaged condition. The undersigned acknowledges and agrees that they are responsible for ensuring the timely return of all tools in the same condition as they were received, normal wear and tear excepted. In the event of loss, theft, or damage beyond normal wear and tear, the undersigned shall be liable for full replacement cost.

- I affirm that the information provided is current, true, and correct, and may be subject to verification.

Signature: _____

Check-Out Date: ____/____/____ Return Due Date: ____/____/____

Name: _____

Address: _____

Email: _____

Phone: _____

Driver's License or identification card

State & Number: _____

Check-Out/Check-In Confirmed by BFFRPD Member _____

BFFRPD Member Contact Information: _____

NOTES: _____
