**FIRE TRAINING**

**RELEASE AGREEMENT**

**Training Site(s):**

**Landowner(s)**: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**City/Town and County: State:**

**Training Date(s):**

**Name of Participant:**

I am participating in the above-described fire training (the “Training”) to be conducted by The Nature Conservancy [and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]([collectively, ]the “Organization”) and I state and agree as follows:

1. I understand that the Training is intended to provide basic information on fire ecology, fire management and prescribed burning. I also understand that the Training may involve participation in one or more activities involving live fire, which may include preparatory work and post-burn monitoring and mop-up (the “live fire events”).

2. I agree to follow the instructions of the incident commander or burn leader, and any supervisory personnel within my chain of command, prior to, during and after each live fire event. I have been instructed in and understand the use of the equipment that I am to use. I understand that my participation in live fire events may involve sustained, strenuous, physical activity. I am in good health and I am aware of no physical problem or condition which will limit or interfere with my ability to participate as a member of a fire crew under either predicted or emergency conditions. I also understand that medical attention may not be readily available.

 3. I am aware that even when carried out in the context of a planned operation, live fire events can be dangerous. I agree that I am participating in these live fire events at my own risk, and acknowledge that the Organization has made no warranty or representation, express or implied, regarding the safety of conducting live fire events. I understand that if at any time the Organization determines in its sole discretion that I am unable to fulfill the duties assigned to me during a live fire event, it reserves the right to remove me from those duties.

*[Paragraph 4 should be included if trainees will be required to have a certain level of fire qualifications prior to participating in the Training. If the minimum qualifications are different from Type II Firefighter, the language should be modified accordingly.]*

 4. I am aware of and have completed the necessary training and additional requirements, including annual fireline safety refresher course and annual physical fitness test, to maintain my status as a volunteer firefighter (minimum Type II Firefighter) under the Requirements and Guidelines set forth by the Conservancy in compliance with the standards set by the National Wildfire Coordinating Group.

 5. On behalf of myself, my heirs, estate and personal representatives, I hereby forever agree (i) to release the Organization, the Landowner, and their officers, directors, employees, and agents from any and all claims, liabilities, losses, damage, costs and expenses resulting from any injury to me or damage to my property arising out of my presence at the Training, travel to or from the Training, or my participation in the Training and any associated live fire events; (ii) to waive any rights I may have in connection with the foregoing; and (iii) not to make any claim or institute any suit, action or proceeding in connection with the foregoing. I intend this waiver and release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability or other theory of recovery.

 6. On behalf of myself, my heirs, estate and personal representatives, I further agree to indemnify the Organization and the Landowner their officers, directors, employees and agents against any and all claims, suits, damages, losses, liabilities and expenses incurred or suffered by them to the extent caused by my acts or omissions in connection with my participation in the live fire events, or because of any inaccurate statements I have made in this Fire Training Release Agreement.

 7. I understand that I am not an employee of the Organization and that I am, therefore, not entitled to any benefits provided by the Organization for its employees, including, without limitation, workers’ compensation or health and medical insurance coverage. I acknowledge that I have my own health & medical insurance. I agree to provide The Nature Conservancy with evidence that the appropriate coverage is in effect upon request at any time.

 8. By signing below, I acknowledge that I am eighteen (18) years of age or older, have thoroughly read and understand this form and that the statements I have made in it are all true and may be relied upon by the Organization.

Training Participant

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: The following individual has been notified that I am participating in the Training. In case of an emergency, please notify (include name, address & phone #):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Acknowledgement by Training Instructor or Authorized Designee**

 By signing below, I acknowledge that I have thoroughly reviewed this form with the Training Participant named above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Date