

**BEAR CREEK ASSOCIATION
REE REMOVAL**

RELEASE AND WAIVER OF LIABILITY

Property Owner's Name: _____ BCA Address: _____

Permanent Address: _____ City: _____ State: _____ Zip: _____

I _____ (print Property Owner's Name) for myself, and/or all other owners of the Property located at _____ (hereinafter the "Property"), our legal representatives, heirs, executors, administrators, successors and assigns, I HEREBY: acknowledge and agree to the following, as a condition of Bear Creek Association cutting down and removing trees from the Property:

1) that cutting down and removing trees are inherently dangerous activities which involve the risk of **SERIOUS PERSONAL INJURY, PROPERTY DAMAGE, AND DEATH**, including, but not limited to, the risk of falling trees, limbs and branches which land on or cause damage to persons, real property, improvements, personal property, other trees or landscaping improvements; fire caused by the use of tree cutting and removing equipment, machinery or vehicles; damage to roads, driveways and landscaping caused by tree cutting and removal equipment, machinery or vehicles, and

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2) that risks of **INJURY, DAMAGE OR DEATH** arising from the cutting and removal of trees, even if negligent, are inherent in the activity.

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Understanding and acknowledging the above, I authorize and permit the Bear Creek Association, its agents and contractors to enter upon my Property to cut down and remove trees from my Property and release and waive any claims against the Bear Creek Association, its officers, employees and volunteers for **PERSONAL INJURY, PROPERTY DAMAGE OR DEATH**, as well as any loss, liability, damage or cost whatsoever incurred as a result of, arising from, or resulting from the cutting and removing of trees from my Property.

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I **RELEASE, DISCHARGE, HOLD HARMLESS, AND WAIVE ANY AND ALL CLAIMS AGAINST AND PROMISE NOT TO SUE** the Bear Creek Association, and any of its officers, employees, and volunteers, all of whom are hereinafter collectively referred to as the "**RELEASEES**," for any and all personal injury, property damage, death, loss, liability, damage or cost whatsoever resulting from, arising out of or in any way connected with the cutting and removal of trees from my Property, or any negligent act or omission of any of the **RELEASEES**.

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THIS RELEASE AND WAIVER OF LIABILITY SHALL BE EFFECTIVE AND BINDING upon me, and my legal representatives, heirs, executors, administrators, successors and assigns.

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THIS RELEASE AND WAIVER OF LIABILITY SHALL not be effective against any agent or contractor of the Bear Creek Association engaged to out and remove trees from my Property.

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I HAVE CAREFULLY AND COMPLETELY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT I AM AUTHORIZING BEAR CREEK ASSOCIATION TO CUT DOWN AND REMOVE TREES FROM PROPERTY AND AM RELEASING THE BEAR CREEK ASSOCIATION, ITS OFFICERS, EMPLOYEES, AND VOLUNTEERS FROM ANY LIAIBILITY AND AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL.

Date: _____ Property Owner's Signature: _____