



Aspen Fire Protection District – Mitigation Services Authorization

This Mitigation Services Authorization provides the opportunity for property owners to authorize AFD to perform wildfire mitigation services on their property.

Property Location Address: _____

Property Owner Name: _____

Property Owner's Authorized Representative Name: _____

Contact Phone: _____ **Email:** _____ **Mailing:** _____

The property owner identified above ("Owner") requests to participate in the Aspen Fire Protection District's ("AFPD") wildfire mitigation services program, provided at no cost to Owner. As consideration and in exchange for the opportunity to participate, Owner agrees to the terms below.

The undersigned is the Owner or the authorized agent of the Owner for the property listed above (the "Property"). Any Owner's Representative has the same authority as Owner for all matters under this Authorization. AFD will rely on their authority and directions, and Owner will be bound by and responsible for their actions.

- 1) **Authorization to Access Property.** Owner authorizes AFD and its personnel, agents, volunteers, contractors, representatives, and affiliates to access and enter the Property to perform wildfire mitigation services.
- 2) **Description of Services.** AFD's Program Services document describes the services and is available via the link in the box on the upper right hand corner on the webpage <https://www.aspenfire.com/mitigation-projects>. AFD will perform services according to its policies, scope, and timing. AFD may hire independent contractors to perform the work.
- 3) **AFD Discretion.** AFD has sole discretion to determine the type and extent of work within program parameters and available budget and resources.
- 4) **Property Boundaries.** AFD is relying on Owner's identification of property boundaries and will not perform an independent survey.
- 5) **No Guarantee of Protection.** AFD's assessment, recommendations, and mitigation work are intended to reduce the Property's susceptibility to wildfire damage or loss. However,

these services do not eliminate the cause or occurrence of wildfires and do not guarantee prevention of damage or loss.

- 6) **Unpredictable Nature of Wildfire.** Wildfire behavior is inherently unpredictable and influenced by weather, terrain, fuel conditions, fire-suppression resources, and other factors outside AFD's control.
- 7) **No Warranties.** AFD makes no representation, warranty, or guarantee—express or implied—that implementation of any or all recommendations will prevent or limit loss, damage, injury, or death caused by fire. A fire may damage or destroy the Property or neighboring properties, or cause injury or death, regardless of any inspection, recommendation, or mitigation performed.
- 8) **No Liability.** AFD has no liability for any loss, damage, injury, or death, including but not limited to anything caused by or resulting from: Potential identifications or recommendations that could have been but were not included in the assessment, work, or services performed; Events or occurrences after AFD completes its services; or Any other cause.
- 9) **Compliance Matters.** AFD has no responsibility for compliance with homeowner association regulations, property boundaries, permit requirements, or private covenants. Owner will hold harmless, defend, and indemnify AFD for any such matters.
- 10) **No Claims for Damage or Removal.** If any items are damaged or removed from the Property, Owner will make no claim for actual or consequential damages or loss.
- 11) **Insurance.** Owner is responsible for maintaining adequate property, premises, liability, and other reasonably necessary insurance coverage. Owner, for itself and its insurers, waives any rights to subrogation against AFD.
- 12) **No Obligation to Complete.** Nothing in this Authorization obligates AFD to perform any particular work or to continue any activity once started. AFD may stop, suspend, or discontinue at any time in its sole discretion.
- 13) **Removal from Program.** AFD may remove any participant from any activity and may stop any activity at any time for noncompliance, unsafe behavior, operational needs, or any reason in AFD's sole discretion.
- 14) **Scope of Release.** To the fullest extent permitted by law, the undersigned (for themselves, the Owner, and all persons or entities claiming by, for, through, or under them, including spouses, kin, heirs, beneficiaries, guests, invitees, licensees, or third parties) agrees not to sue and releases, waives, holds harmless, and discharges AFD and its board members, directors, officers, employees, firefighters, volunteers, instructors, contractors, agents, representatives, other participants, attorneys, and insurers (the "Released Parties") from any and all injury, death, property damage, loss, claims, and liability arising out of, connected with, or related to the services.
- 15) **Acknowledgment of Risk.** Owner acknowledges and accepts the risks as a condition of and consideration for the opportunity to participate in the program. This is intended to be a complete and unconditional release to the fullest extent allowed by law.
- 16) **No Assignment or Transfer.** Owner agrees that any insurer or third party is bound by this release to the fullest extent permitted by law. Owner will not assign or transfer any claim against the Released Parties.

- 17) **Defense and Indemnity.** Owner agrees to defend and indemnify the Released Parties against any and all third-party claims to the extent caused by or resulting from Owner's breach, negligence, or intentional conduct.
- 18) **Governing Law, Jurisdiction, and Venue.** Colorado law governs this Authorization exclusively. Exclusive jurisdiction and venue for any disputes will be in the District Court, Pitkin County, Colorado.
- 19) **Waiver of Jury Trial.** Owner waives the right to a jury trial.
- 20) **Severability.** If any portion of this Authorization is held invalid, it will be modified to the minimum extent necessary, and the remainder will remain in effect.
- 21) **Construction.** The language of this Authorization will not be construed against any party, whether the drafter or otherwise.
- 22) **Reliance.** AFPD has relied on Owner's consideration, representations, and agreements in entering into this Authorization.
- 23) **Colorado Governmental Immunity Act.** AFPD is a Colorado special district pursuant to C.R.S. § 32-1-101 et seq. Notwithstanding anything to the contrary, the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., applies to the fullest extent permitted by law. Nothing in this Authorization constitutes a waiver, modification, limitation, or impairment of any immunity, defense, protection, or limitation of liability provided by the Colorado Governmental Immunity Act or other applicable law.
- 24) **Authority.** The undersigned represents and warrants that they are the Owner or duly authorized agent of the Owner with full authority to execute this Authorization.

I have carefully read and understand the contents of this Authorization and make it a binding agreement by my signature below.

Signature: _____

Print Name: _____

Date: _____