



CITY OF MANITOWOC WOOD/BRUSH CUTTING AND HARVESTING INDEMNITY AGREEMENT

Name of Wood/Brush Cutter/Harvester	Birth Date
Address	Telephone
City, State	Zip Code
General Description of Location that will be cut and/or harvested	

YOU WAIVE LEGAL RIGHTS AND CREATE LEGAL OBLIGATIONS BY SIGNING THIS DOCUMENT. PLEASE READ IT CAREFULLY.

I wish to engage in cutting wood/brush and harvesting activities, including cutting and gathering wood/brush (deadfall and other trees as agreed to by Manitowoc City Forestry or Parks Office personnel), operating wood/brush cutting tools, and other related activities, on Manitowoc City property.

I acknowledge that wood/brush cutting and harvesting activity is inherently dangerous, that there are significant risks associated with it, and that those risks can result in accident, illness, injury, death, or property damage. I understand that those risks include manmade and natural hazards. I understand that my safety will depend on the abilities, actions, coordination, equipment, physical condition, skill, strength, and training of myself and others. I understand that there are other risks, known and unknown, associated with wood/brush cutting and harvesting activities; that all of the risks cannot be foreseen or eliminated; and that medical assistance or rescue may not be available.

I agree to assume the risk of any accident, illness, injury, death, or property damage incident to my wood/brush cutting and harvesting activity. I release the City of Manitowoc, its agents, boards, commissions, committees, departments, employees, officials, and officers (collectively "City") from any and all liability, including actions, causes of action, costs, charges, claims, damages, demands, expenses, fees, liens, losses, obligations, penalties, proceedings, and settlements of every kind and character for accident, illness, injury, death, or property damage (collectively "Claims") and waive any and all Claims against City for or on behalf of myself for any accident, injury, illness, death, or property damage from any cause whatsoever arising in connection with or directly or indirectly out of my wood/brush cutting and harvesting activity.

I agree to defend, hold harmless, and indemnify City from any and all liability for any and all Claims arising in connection with or directly or indirectly out of my wood/brush cutting and harvesting activities and agree that my duty to defend, hold harmless, and indemnify City applies to all Claims irrespective of whether the accident, illness, injury, death, or property damage was caused by alleged acts, negligence, or omissions by City and without regard to whether such Claims are groundless, false, or fraudulent.

I HAVE READ AND UNDERSTAND THIS WOOD/BRUSH CUTTING AND HARVESTING INDEMNITY AGREEMENT (AGREEMENT). I UNDERSTAND THAT I AM NOT REQUIRED TO SIGN THIS AGREEMENT. I UNDERSTAND THAT SIGNING THIS AGREEMENT CREATES CERTAIN LEGAL OBLIGATIONS IN THE EVENT OF ACCIDENT, ILLNESS, INJURY, DEATH, OR PROPERTY DAMAGE. I SIGN THIS AGREEMENT OF MY OWN ACCORD AND ACCEPT ITS TERMS.

Signature of Wood/Brush Cutter/Harvester			Date	
(EXPIRES 4 MONTHS FROM ABOVE DATE)				
Vehicle: Make	Model	License	Color	Trailer <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>THIS SECTION MUST BE COMPLETED IF THE WOOD/BRUSH CUTTER/HARVESTER IS UNDER 18 YEARS OF AGE I am the parent or legal guardian of the minor wood/brush cutter/harvester named above. I have read the foregoing AGREEMENT. I am aware of the nature of gathering wood/brush activities and I give my consent for the named minor wood/brush cutter/harvester to engage in the gathering of wood/brush activities. I agree to defend, hold harmless, and indemnify City from any and all liability for any and all Claims against City arising in connection with or directly or indirectly out of the activity. I agree that my duty to defend, hold harmless, and indemnify City applies to all Claims whether it is alleged or determined that City was negligent and without regard to whether such claims are groundless, false, or fraudulent.</p>				
Signature			Date	
Printed Name			Phone Number	
Address			Relationship <input type="checkbox"/> Parent <input type="checkbox"/> Legal Guardian	
City, State			Zip Code	

Return form to: City of Manitowoc Forestry Division, 900 Quay St., Manitowoc, WI 54220 • forestry@manitowoc.org
Fax (920) 686-6525 • Phone (920) 686-3580