Permission, Release and Waiver Agreement
City of Waukesha Fire Department Destructive Training Exercises

This Agreement is by and between the Property Owner identified below and the City of Waukesha, Wisconsin. The Property Owner is the owner of the Property identified below, and is willing to allow the Waukesha Fire Department to enter onto the Property, and to conduct training exercises on the Property and within structures on the Property. Property Owner acknowledges that the exercises will result in damage to the Property, and damage to, or destruction of, structures on the Property. By executing this Agreement, Property Owner consents to the Fire Department's entry onto the Property, the conduct of exercises on the Property, and damage or destruction to the Property and structures on the Property.

Property Owner name and residence address:

Telephone:_____

Email:_____

Address of Property where exercises will take place:

Date, starting and ending times of exercises:_____

Description of training exercises:

Exercise will involve (check all that apply):

☐ Live fire

☐ Destructive exterior exercises (e.g., breaking or cutting windows, doors, roofs, walls, etc.)

☐ Destructive interior exercises (e.g., breaking or cutting doors, walls, ceilings, floors, pulling drywall and plaster, etc.)

In consideration of the mutual promises of the parties, and in consideration of the civic contribution being made by Property Owner, the parties agree and contract as follows:

1. **Permission to Enter Property.** Property Owner grants permission to the City of Waukesha Fire Department, its employees and authorized participants in its training exercises, to enter upon the Property identified above, and to bring all necessary equipment onto the Property, on the dates and at the times indicated above. It will not be a breach of this Agreement if the City, its employees and exercise participants remain on the Property for a reasonable time beyond the time stated above for removal of equipment and other activities reasonably related to the conclusion of the exercise.

2. **Permission to Conduct Exercises.** Property Owner grants permission to the City of Waukesha Fire Department, its employees and authorized participants in its training exercises, to conduct the above-described training exercises, including the use of live fire if indicated, and all activities that are reasonably related to those training exercises, on the dates and at the times indicated above.

3. **Damage and Destruction of Property.** Property Owner acknowledges that structures on the Property are of no use or value and are in a condition which warrants their demolition and removal; and that the City of Waukesha's exercises will not result in any diminution of value to the Property. Property Owner acknowledges that there will be no monetary damages suffered as a result of damage or destruction of structures on the Property during the exercises. Property Owner acknowledges that there may be damage done to landscaping, trees, bushes, flowers, and other plants, and agrees that no diminution of value or monetary damages will occur as a result.

4. **Release of Claims and Waiver of Damages.** Property Owner releases the City of Waukesha, its employees, officials, and authorized participants in the training exercises described above from, and waives, any and all claims, demands, causes of action, lawsuits, damages, obligations and liabilities of any kind arising from damage to or destruction of real or personal property caused by the conduct of training exercises on, in or around the Property described above, including the release of toxic or hazardous materials within the Property.

5. **Assumption of Risk by City, Indemnification of Property Owner.** The City of Waukesha acknowledges that it has inspected the Property and found it suitable as-is for its training-exercise purposes, and assumes all risks of damage to City property, or personal injury to or death of its employees and participants occurring during the training exercises conducted on the Property, and will indemnify and hold the Property Owner harmless from any and all claims, demands, causes of action, lawsuits, damages, obligations and liabilities of any kind arising from damage to City property, personal injury to or death of its employees or participants occurring during training exercises conducted on the Property.

6. **Safety and Security During Exercises.** The City of Waukesha shall be responsible for securing the areas of the Property in which exercises take place to prevent unauthorized persons from entering the area; and shall be responsible for the safety of all persons within the areas of the Property in which exercises take place. If the training exercises involve live fire, then the City of Waukesha shall observe *NFPA 1403 Standard on Live Fire Training Evolutions*, 2012 Edition.

7. **Condition of Property after Exercises.** The City is not required to remove any debris resulting from the conduct of training exercises on or in the Property, and will leave the Property as-is after completion of the exercises. The City shall ensure that no fire or any combustion remains on the Property before leaving the Property.

8. **Control of Property, Authority to Execute.** Property Owner warrants and represents to the City of Waukesha that Property Owner has fee simple title to the Property; has complete authority to control the Property without the consent or permission of any other parties; and has complete authority to consent to damage to or destruction of the Property without the consent or permission of any other parties. If the Property Owner is not an individual, then the individual executing this Agreement on behalf of the Property Owner warrants and represents to the City of Waukesha that he or she is duly authorized to execute this Agreement on behalf of the Property Owner, and that this Agreement will be binding on the Property Owner.

Dated the _____ day of _____, 2018.

Property Owner:

_____
(sign above)
Print name:_____
Title:_____

City of Waukesha:

_____
By Steven Howard, Chief of Fire Department
Authorized by Common Council Resolution on [date].