

**Permission, Release and Waiver Agreement**  
City of Waukesha Fire Department Non-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. By executing this Agreement, Property Owner consents to the Fire Department's entry onto the Property, and the conduct of exercises on the Property.

Property Owner name and residence address:

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Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Address of Property where exercises will take place:

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Date, starting and ending times of exercises: \_\_\_\_\_

Description of training exercises:

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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, and all activities that are reasonably related to those training exercises, on the dates and at the times indicated above.
3. **Damage to Property.** The City of Waukesha will exercise caution to avoid damage to the Property, and will reimburse Property Owner for repairs necessitated by damage caused by the City of Waukesha Fire Department, its employees or authorized participants during training exercises.
4. **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.
5. **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.
6. **Condition of Property after Exercises.** The City will remove all equipment and materials from the Property after the conclusion of the exercises, and will leave the Property in the condition it was in prior to the exercises.

7. **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].