



Archuleta County Weed and Pest
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Archuleta County Landowner,

Due to recent legislative actions in a neighboring state (SF0012 and SF0080: Trespassing to unlawfully collect resource data), Archuleta County Weed and Pest (ACWP) is now requesting written permission prior to any services conducted on private property.

We are asking landowners to provide permission to access their lands by completing this form and the attached General Liability Release. Thank you for your participation in this process and in the continued management of invasive species in our County.

This permission shall remain in effect until termination by the landowner. Please select one of the following:

- Yes, I provide permission to Archuleta County Weed and Pest staff to provide services including but not limited to: designated and/or declared weed species treatments (as per Colorado Noxious Weed Act 35-5.5.), biological control releases and monitoring, collection and sharing of GIS data for weed management programs and map creation, hay certifications, and weed management plan consultations.

- No, I do not provide permission to Archuleta County Weed and Pest staff to provide any services listed above, but understand that this decision does not supersede any Colorado Statutes and does not obviate my responsibility to mitigate invasive or noxious species on my property.

I declare that I am the legal owner or representative of the property/properties listed below:

Physical Address(s):

Billing Address:

Owner (Name, LLC, Corporation, etc.): _____

Representative (if not owner) _____

Contact Phone Number: _____

Alternate Phone Number: _____

Signature: _____ Date: _____

PLEASE READ CAREFULLY
THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

In consideration of being allowed to participate in the Archuleta County Weed and Pest Control Program, the undersigned (hereinafter "Releasor") acknowledges and agrees to the following terms and conditions:

1. Releasor agrees to indemnify, release, defend and hold harmless the Board of County Commissioners of Archuleta County, Colorado, the Archuleta County Weed and Pest Department, the Archuleta County Weed and Pest Control Program, the Archuleta County Weed Advisory Board, and all of their respective elected officials, agents, officers, directors, contractors, volunteers and members, either in their personal or official capacities (collectively the "Released Parties") from any and all judgment, liability, loss, cost, expense (including court costs and attorney's fees) and/or claim whatsoever, that the Releasor might state on its own behalf, as well as from any and all subrogation and/or derivative claims brought by any third party or insurer, arising or resulting from any personal injury or property damage sustained in connection with the Releasor's participation in the Archuleta County Weed Management Program ("Program") unless such injury or damage is caused by the intentional or reckless conduct of a Released Party.
2. Releasor understands and agrees that the Released Parties are both relying on and do not waive or intend to waive by any provision of this Release, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101-et seq., C.R.S., as from time to time amended (the "Act") or any other limitation, right, immunity or protection otherwise available to the Released Parties. Nothing in this Release will be deemed a waiver of the provisions of the Act, and no provisions hereof will create any benefit accruing to any third party except as expressly set forth herein.
3. Releasor acknowledges and agrees that he/she is over 18 years of age and is aware that pesticides are a controlled and dangerous substance. Further, Releasor fully understands that application of pesticides under any circumstances is a hazardous activity, even when performed by a knowledgeable and certified applicator. Releasor, aware of these factors, completely assumes the full risk and liability as provided herein, which could result from his/her participation in the Program as a landowner.
4. Releasor releases all of the Released Parties from any liability or loss or injury suffered by the Releasor resulting from all hazards or conditions, whether the hazards are apparent upon inspection, or not apparent upon inspection. Further, the Releasor agrees to fully defend and indemnify the Released Parties from any claim or lawsuit of loss by any third parties resulting from Releasor's participation in the Program.
5. Releasor acknowledges and concurs that he/she has elected to participate in the Program with full knowledge, understanding and appreciation of possible risks involved.

6. Releasor acknowledges and agrees that it is their intent that should any of the other provisions of this Release Agreement be deemed unenforceable or invalid for any reason, Releasor's obligation to indemnify and defend and hold Released Parties harmless as provided herein shall continue in effect, it being the expressed intent and agreement of the parties that this provision of this Release be viewed as a separately bargained for and independent provision.
7. The undersigned warrants and represents that they are fully empowered and authorized to execute this Release Agreement on behalf of the Releasor and to hereby bind the Releasor to the terms hereof.
8. This Release Agreement supersedes any other agreements or representations by or between the Releasor and Released Parties and is governed by the laws of the State of Colorado and is intended to be interpreted as broadly as possible and shall be binding to the fullest extent of the law.
9. Undersigned acknowledges that he/she has carefully read this Release Agreement, understands its contents and has entered into the Release Agreement with full knowledge of its significance.

I CERTIFY THAT I HAVE FULLY READ AND UNDERSTAND THE FOREGOING
RELEASE AGREEMENT AND SIGN IT WITH FULL KNOWLEDGE OF ITS
SIGNIFICANCE.

Signature of Releasor

Printed Name

Date