



RULES AND REGULATIONS CONCERNING USE OF AND RELEASE OF LIABILITY OF NM PRESCRIBED FIRE COUNCIL BURN TRAILER & EQUIPMENT



In consideration for use of prescribed burn trailer and equipment (hereafter: "Burn Trailer and Equipment"), owned by the New Mexico Prescribed Fire Council (NMPFC) and stored at the offices of New Mexico State Forestry – Socorro District (NMS-N3S), located at 1701 Enterprise, Socorro, NM 87801.

I, the undersigned, individually or on behalf of the entity indicated below, execute this Release of Liability ("Release") and state and agree as follows:

1. The Burn Trailer and Equipment will be used on an estimated _____ acres for the purposes of conducting prescribed burn(s) to maintain or restore grassland, shrubland and/or forest lands located at the site indicated after my signature below ("Site"). I shall not have a security, ownership, or other interest in the Burn Trailer and Equipment, except the limited, temporary right to use the Burn Trailer and Equipment in a safe and non-negligent manner for these purposes during the time period set forth in Paragraph 3 below. I acknowledge that NMPFC are sole owners of the Burn Trailer and Equipment. The NMPFC retains the right to rescind this contract and use of the Burn Trailer and Equipment at any time.

2. I agree to pay the amount of \$125 per day (24 hours) as determined by days of operational use with a minimum payment of \$125. I will provide NMPFC with payment of one-half (1/2) of the amount due based on an estimated _____ days of possession upon my receipt of the Burn Trailer and Equipment and with payment of the remaining balance upon return of the Burn Trailer and Equipment to the NMPFC office. Payment shall be calculated for all days starting with the date of my receipt of the Burn Trailer and Equipment through the day of its return to the NMPFC office.

3. I agree to pick up the Burn Trailer and Equipment from the NMS-N3S Office and to return the Burn Trailer and Equipment to the NMS-N3S Office on or before _____, 20____, in the same condition that I received it, ordinary wear and tear excepted. I will furnish a **copy of my driver's license**, proof of **landowner liability insurance** (or rider therein attached) **and liability auto insurance** (or rider therein attached) or if applicable, commercial or other liability insurance upon receipt of the Burn Trailer and Equipment. I agree to provide secure storage for the Burn Trailer and Equipment while in my possession.

4. I agree to use the Burn Trailer and Equipment and conduct any burns with utmost care and safety in a non-negligent manner using the recommendations of from my prescribed burn plan prepared by _____ and to take all reasonable precautions to avoid injury to myself, other persons, wildlife, livestock, and damage to the Burn Trailer and Equipment (see Item A below) and other property, whether personal or real property, in connection with use of the Burn Trailer and Equipment or conducting any burns. I also agree that if thru the use of the burn trailer, I damage it in a reckless or irresponsible manner, I will repair or replace whatever I am responsible, making sure that it is returned as good or better condition that when I received it.

I represent and warrant that I am qualified and have adequate experience in conducting burns and in the proper use of the Burn Equipment, including familiarity with its operating, safety, and maintenance requirements, and agree that I will comply with all requirements for use of the Burn Trailer and Equipment. I also agree to comply with all laws and regulations, along with any rules that may be provided by NMPFC, involving the Burn Trailer and Equipment and any burns conducted. I further agree that the Burn Trailer or Equipment shall not be used or transported by any minors or third parties and that no liens, security interests, adverse claims, or other encumbrances shall be created, incurred, assumed or allowed to exist with respect to the Burn Trailer and Equipment contained within.

5. I ACCEPT THE BURN TRAILER AND EQUIPMENT "AS IS" AND "WITH ALL FAULTS" AND ACKNOWLEDGE THAT NMPFC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT THE BURN EQUIPMENT OR ANY BURNS CONDUCTED, INCLUDING WITHOUT LIMITATION, (1) THE SAFETY, CONDITION, OR SUITABILITY FOR ANY PURPOSE WHATSOEVER OF THE BURN EQUIPMENT OR ANY BURNS TO BE CONDUCTED, OR (2) MY QUALIFICATIONS OR CAPABILITIES TO USE THE BURN EQUIPMENT OR CONDUCT ANY BURNS. I UNDERSTAND THAT USE OF THE BURN EQUIPMENT AND CONDUCTING ANY BURNS COULD RESULT IN INJURY TO PERSON OR PROPERTY AND ACKNOWLEDGE AND AGREE THAT I AM USING THE BURN EQUIPMENT AND CONDUCTING ANY BURNS AT MY OWN RISK.

6. I hereby assume all risk and hazards associated with the Burn Trailer and Equipment and any burns conducted, whether foreseen or unforeseen. I waive and release NMPFC and their respective officers, board of directors, trustees, invitees and employees (collectively, the "Released Parties") from any and all claims, liabilities, losses, damages and expenses resulting from any injury or damage to person or property arising out of my use of the Burn Trailer and Equipment or otherwise associated with the Burn Trailer and Equipment or any burns conducted. I further agree to indemnify, defend (with counsel approved by the Released Parties) and hold harmless the Released Parties from and against any and all claims, liabilities, losses, damages, injuries and expenses due to any reason whatsoever associated with the Burn Equipment and any burns conducted. I INTEND THAT THIS RELEASE AND INDEMNITY APPLY TO AND INCLUDE ANY INJURY, DEATH, DAMAGE OR OTHER LOSS OR LIABILITY CAUSED OR ALLEGED TO

HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, AND ALSO INCLUDES ALL CONSEQUENTIAL AND EXEMPLARY DAMAGES, COSTS OF COURT AND ATTORNEYS' FEES.

7. If any provision of this Release is held to be invalid, void, or unenforceable, such provision shall be deemed stricken as if it had never been included in this Release; the remaining provisions of this Release shall in no way be affected or impaired, and such remaining provisions shall continue in full force and effect and be read to be workable to the fullest extent possible in the absence of the stricken provision. This Release shall be governed, interpreted, and construed in accordance with the laws of the State of New Mexico, without regard to the conflicts of law's provisions thereof.

8. By signing below, I acknowledge that I am at least 21 years of age that I have thoroughly read and understand this form, and that the statements that I have made in it are all true. If signing on behalf of an entity, I represent and warrant that I am duly authorized to execute this Release on behalf of and to legally bind said entity.

(Signature)

(Date)

(Print Name – indicate position if signing on behalf of entity)

(Driver's License Number)

(Print company name if signing on behalf of entity)

Contact Information; Burn Site Physical Address; Mailing Address

Contact Person

Farm/Ranch Name

County, New Mexico

Contact Phone Number

Physical Address

Mailing Address

Email Address

FAX:



Burn Trailer Equipment Checkout

(2/21/17- last inventory of equipment)



It is the user’s responsibility to inspect all equipment prior to checkout. Please notify the Council of any problems or damages immediately. Drip torch fuel is to be provided by user and should be mixed at the appropriate ratio (i.e., 1 part gasoline to 3 parts diesel) unless otherwise determined. Failure to mix torch fuel at the appropriate ratio could result in explosion and serious bodily injury. Drip torches and cans are issued empty and should be returned empty.

Personal Protective Equipment (Inventory Quantity)

- _____ Fire Shirts (4)
- _____ Fire Pants (47)
- _____ Fire Coveralls (2)
- _____ Gloves (~36 pair)
- _____ Hard Hats (10)
- _____ Petzl Head Lamps (10) (Require three AAA batteries – included at present time)
- _____ S&R Style Head Lamps (10) (Require four AA batteries – not included at present time)
- _____ Safety Glasses (24)
- _____ Fire Shelters (6)
- _____ Day Packs (6)

General Equipment (Inventory Quantity)

- _____ Belt Weather Kit (2)
- _____ Drip Torches (empty) (12)
- _____ 5-Gallon Drip Torch Fuel Cans (empty) (4)
- _____ 15-Gallon Drip Torch Fuel Containers/Fuel Station (empty) (2)
- _____ Fire Shovels (6) (Each with protective sheath)
- _____ Pulaskis (6)
- _____ McLeods (6) (Each with protective sheath)
- _____ Fire Swatters (6)
- _____ 5-Gallon Nylon Backpack Sprayers (6)
- _____ Motorola Two-Way Radios (Property of Socorro County) (8) (Each requires 12 AA batteries)
- _____ “Prescribed Fire Ahead” Road Signs (4)
- _____ Base Stands for Road Signs (0)

Miscellaneous Items (Inventory Quantity)

- _____ AA Batteries (216)
- _____ 25 Person First Aid Kit (1)
- _____ 15 Person First Aid Kit (1)
- _____ Rubbermaid Storage Box (1)
- _____ Spare Tire (1)
- _____ 4-Way Tire Iron (1)
- _____ Trailer Aid Tire Changing Ramp (1)
- _____ 2-5/16” Ball Trailer Bar (with hitch pin & cotter pin) (1)
- _____ Fire Extinguishers (2)

Comments: _____

Print Name: _____

Signature: _____

Date: _____