

# Clackamas County Fire District #1

## TRAINING DIVISION



*"Train as though lives depend on you...  
because they do"*

### STATEMENT OF OWNERSHIP, CONSENT AND RELEASE OF LIABILITY FOR BURNING OF PROPERTY

**1. Property to Be Burned.** The undersigned property owner, whether a corporation or business association or one or more individuals, is referred to in this agreement as Owner. Owner is the sole and exclusive legal owner of the building and property located at \_\_\_\_\_ . Owner gives permission to Clackamas County Fire District No. 1 to enter this property for the purpose of conducting live-fire training exercises. Owner gives the Fire District permission to deliberately set fire to, suppress fire in and destroy the following structure or structures located on the property:

0 House 0 Barn 0 Outbuilding (describe) \_\_\_\_\_  
0 Other \_\_\_\_\_.

**2. No Compensation Exchanged.** The burning of the property is for the mutual benefit of both the Owner and the Fire District. Owner wants the property destroyed, and Fire District is willing to destroy the property as a training exercise in fire suppression. Neither the Owner nor the Fire District will pay the other any other compensation for the performance of this agreement except as provided herein.

**3. Contents of Building.** If a building or buildings are being burned, Owner acknowledges that destruction of the building will include the destruction of all combustible materials in the building.

**4. Authority to Consent.** Owner certifies Owner has the right to give this consent without the approval or consent of any other person or institution having an interest in any of the property to be destroyed, whether by a mortgage, trust deed, financing agreement or any other right or power with respect to the property. Owner will indemnify Fire District for any claim of loss brought by anyone who is not a party to this agreement.

**5. No Fire Insurance Policy.** No fire insurance policy is in effect or will be in effect covering the property to be destroyed. Owner will provide Fire District with evidence of cancellation of any prior fire insurance policy, and will make no claim against any insurer arising out of the destruction of the property.

**6. Following Instructions.** In order to protect the safety of persons and other property, Owner will follow all written and verbal instructions of Fire District personnel in preparing for and performing this training exercise. Fire District will not be responsible for any damage to persons or property resulting from failure or refusal of Owner to comply with Fire District instructions.

**7. Safety of Other Persons and Property.** Fire District will exercise due care to protect the safety and welfare of other persons and nearby property. Owner will fully disclose to Fire District any known risks or hazards that Fire District personnel could not discover through reasonable diligence. Fire District will not be responsible for any damage or injury resulting from Owner's failure to disclose any risks or hazards known to Owner.

**8. Utilities Disconnected.** Owner certifies that all water, electricity, gas, telephone, cable or other utilities serving the described property have been disconnected. If the property is on a public sewer system, the sewer is plugged as required by the authority having jurisdiction. If the property is on a septic system, the septic tank, drywall or cesspool has been properly abandoned according to state standards.

**9. Asbestos.** Owner certifies that any known asbestos material has been removed. If any asbestos material has been removed, Owner will provide Fire district with an asbestos survey completed by a certified testing agency.

**10. Demolition Permit.** Owner has obtained and will provide to Fire District a copy of a demolition permit from Clackamas County.

**11. Prevention or Delay of Exercise.** Owner acknowledges that changes in weather conditions, receipt of an emergency alarm or other unanticipated conditions may prevent or delay the destruction of the described property. Fire District does not guarantee that the described property will be destroyed at a particular date or time, or destroyed completely or destroyed at all. Fire District will use its best efforts to keep Owner informed as to the scheduling and progress of the work. Fire District will not be responsible for inability or refusal to complete the destruction of the described property.

**12. Debris Removal.** Owner is solely responsible for debris removal from the described property both before and upon completion of the training exercise.

**13. Site Security.** Owner understands that the training exercise and the debris that results from the burning of property may attract others, particularly children, to attempt to explore or play at the burn site. Fire District personnel will make reasonable efforts to eliminate any remaining risks of fire or other hazards before leaving the premises. Owner understands that not all risks can be eliminated. Debris from a fire may smolder for an indefinite period, posing a risk of injury to those who come in contact with it. Owner also understands that burned debris may be structurally unstable and may cause injury if it falls on someone or fails to support the weight of someone stepping, standing or climbing on it.

**14. Responsibility of Owner for Site Security.** Owner agrees that when Fire District personnel leave the premises, Owner will assume responsibility of persons or property on the site. Owner will arrange for an individual to remain on the premises for at least the first 24 hours after the exercise is complete, to keep children and others away from the hazardous area. Fire District may, in its discretion, hire a security guard for that purpose, and charge Owner for reimbursement of that expense.

**15. Indemnity.** Owner agrees to indemnify and hold the Fire District harmless from any claim for death of or injury to any person other than Fire District employees or volunteers, arising out of this exercise, for any cause other than gross negligence of Fire District personnel. Fire District may require Owner to provide evidence of insurance for property damage or personal injuries.

**16. Costs.** Owner shall be responsible for all direct or incidental costs incurred by Owner in the performance of this exercise, including costs for obtaining, copying or producing any documentation required by Fire District.

**17. Guidelines.** Owner has read the attached “Live-Fire Guidelines: Building Owner Responsibilities and Documentation Requirements” and agrees to adhere to those guidelines.

\_\_\_\_\_  
**Property Owner**

\_\_\_\_\_  
**Property Owner**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Notary Public for Oregon**

My commission expires:\_\_\_\_\_

**16170 SE 130<sup>th</sup> Ave. - Clackamas, OR 97015 - Phone (503) 742-2680 - Fax (503) 742-2880**