



### **County Forest Firewood Cutting Terms and Conditions**

The applicant agrees to:

1. Assume all responsibility for location of the cutting and is subject to penalties provided by the state for any cutting outside of the approved described location.
2. No cutting of standing dead trees is allowed.
3. Will use all possible care in removal of down timber to prevent injury to remaining standing timber.
4. Will cut and remove tops left over from a timber sale or down wood.
5. Will be subject to penalty provided by statutes or ordinance for unauthorized cutting of standing timber.
6. Will scatter brush, tops, or debris within 50 feet of the road.
7. Grants authorized agents of Parks, Recreation and Forestry Department permission to inspect wood at applications home.
8. Waivers any and all claims or causes of action against Marathon County related to or arising out of the cutting and/or removal of wood under this permit.
9. No motorized vehicles allowed off designated roads or trails when gathering firewood (except by written permission).
10. If a key is issued, it must be returned no later than 5 days after the expiration date of this permit. Failure to do so will result in loss of key deposit and permittee may not be eligible for future permits. Key deposit is \$50.00
11. Pay a permit fee of \$30.00
12. This permit is revocable at any time by authorized agent of the Parks, Recreation and Forestry Department.

#### **Assumption of Risk/Responsibility**

As lawful consideration for being permitted to participate in the activity, use a facility or participate in a program described herein, the user hereby agrees on behalf of themselves, or any other participant described herein as well as guests, agents, invitees or others present (if applicable), to assume the risk and accept responsibility for any personal injury, including death, and damage to property they might incur as the result of the activity, facility use or program described in this agreement.

I agree to abide by all rules and regulations formulated by the Wausau/Marathon County Parks Recreation and Forestry Department for the use of buildings and facilities.

#### **Standard Release/Indemnification/Duty to Defend/Hold Harmless**

The user hereby agrees to release, indemnify, defend, and hold harmless the City of Wausau, Marathon County and the Wausau/Marathon County Parks Recreation and Forestry Department, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, arising from the activity, facility use or program described in this agreement.

City of Wausau, Marathon County Wausau/Marathon County Parks Recreation and Forestry Department does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

**Survival**

All express representations, indemnifications and limitations of liability included in this agreement will survive its completion or termination for any reason.

**Revocation**

The Wausau & Marathon County Parks, Recreation & Forestry Department reserves the right to revoke this permit at any time, for any reason, if it is deemed by the Wausau & Marathon County Parks, Recreation & Forestry Department to be necessary to protect safety, life and property, or to be in the best interest of the City of Wausau and/or Marathon County.