

Right-of-Entry/Release/Hold Harmless Agreement

I/We _____, the owner(s) (collectively "*Landowner*") of the property commonly identified as _____, (street) Jackson, Teton County, State of Wyoming ("*Property*") do hereby grant and give freely and without coercion to the Flat Creek Water Improvement District, together with its board members, employees, agents, contractors, and subcontractors (collectively "*WID*"), the right of access and entry on and to the Property for the purposes of collecting data regarding Flat Creek (including, but not limited to, water temperature, water flow levels, icing locations, and ice depths and nature), monitoring Flat Creek and its water flows and icing, and conducting Flat Creek watershed improvements and fighting flood waters from Flat Creek.

It is fully understood and acknowledged by the undersigned Landowner that the WID does not have any obligation or legal duty to collect data regarding Flat Creek or monitor Flat Creek and its water flows and icing. Likewise, the WID does not have any obligation or legal duty to conduct any Flat Creek watershed improvements or to fight flooding on the Property or adjacent properties.

The Landowner hereby irrevocably waive and release the WID of and from any and all rights, liabilities, claims, actions, causes of action, suits, demands, debts, liens, attorneys fees, expenses, costs, sums of money, damages and other compensation, of any nature or form, arising in law or in equity, from any action or inaction taken by the WID related to the Property or any other properties located in the Flat Creek Water Improvement District in any way related to this Agreement, Flat Creek watershed improvements, and/or fighting flood waters from Flat Creek. It is agreed that this Agreement shall cover all damages, including punitive and exemplary damages, damage for economic injury, property damage, personal injury, breach of statutory duty, loss of consortium, loss of care, comfort, advice and society, attorneys fees or any other damages that in any way arise out of or from any action or inaction taken by the WID related to the Property or any other properties located in the Flat Creek Water Improvement District in any way related to this Agreement, Flat Creek watershed improvements, and/or fighting flood waters from Flat Creek.

The Landowner hereby agrees to defend, indemnify, and hold harmless the WID, to the fullest extent allowed by law, against all claims, actions, causes of actions, and any other liability the WID may be subject to by owner(s), their guests, invitees, heirs, successor and/or assigns that in any way arise out of or from any action or inaction taken by the WID related to the Property or any other properties located in the Flat Creek Water Improvement District in any way related to this Agreement. Notwithstanding any consent, waiver or release granted herein, any action undertaken by the WID remains

subject to the terms of the applicable conservation easement(s) and any amendments thereto.

The Landowner will mark any sewer lines, water lines, and other utility lines located on the Property.

This Agreement shall remain in full force and effect unless or until the Landowner no longer owns an interest in the Property.

By signing this Agreement, (I/we) certify that

1. (I/we) (am/are) the owner of the Property and/or that (I/we) (am/are) authorized to sign this right of entry;
2. **I/WE HAVE CAREFULLY REVIEWED THIS AGREEMENT;**
3. **I/WE HAVE HAD AN OPPORTUNITY TO HAVE LEGAL COUNSEL ADVISE ME/US AS TO THE MEANING OF THE TERMS OF THIS AGREEMENT AND LEGAL CONSEQUENCES OF THIS AGREEMENT; AND**
4. **I/WE FULLY UNDERSTAND THE TERMS AND LEGAL CONSEQUENCES OF THIS AGREEMENT.**

IN WITNESS WHEREOF, for the considerations and purposes set forth herein, I/we execute this agreement this _____ day of _____, 201__.

OWNER(S) SIGNATURE(S):

Mailing Address (if different from address listed above):

Current Telephone Number(s)_____

PRE-ENTRY PHOTOS ATTACHED: _____ Yes _____ No

Name of Insurance Company:_____

Policy Number:_____