

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

The City of Rapid City (hereafter "City") and _____,
(hereafter "Owner") make and enter into this agreement this _____ day of
_____, 2001 for the purposes herein stated. The address of the property that is the
subject of this agreement is:

1. The City agrees to cut and thin vegetation, including brush and trees, on Owner's property for the purpose of reducing the risk to the property from fire. The City shall have the right to enter Owner's property on the above date to accomplish the cutting and thinning.

2. The City shall have sole authority to determine the extent and method of cutting and thinning to be completed by the City. The Owner shall have the right to direct areas on the property where no cutting or thinning should occur.

3. The City makes no warranty or promise as to the quality of the work performed or the fitness of the final condition of the property. The Owner recognizes this agreement does not create an obligation on the part of the City to continue to maintain Owner's property.

4. The Owner agrees to indemnify, release from liability, and hold the City harmless for any and all claims or damage or injury that results from the cutting and or thinning, including preparation, cleanup, and any other action related directly or indirectly to activities undertaken by the City. This indemnity, liability release, and hold harmless provision covers any and all claims or damages to any property, whether real or personal, regardless of ownership, and any and all claims or injuries to any person, that occur as a result of the activities of the City in cutting and thinning Owner's property.

5. The Owner acknowledges the cutting and thinning activities of the City constitute good and valuable consideration and receipt thereof. The Owner further acknowledges the City's primary consideration in this agreement is the Owner's promise to indemnify, release from liability, and hold the City harmless from all claims resulting from the City's cutting and thinning activities.

6. This written agreement constitutes the entire agreement of the parties and there are no other promises or agreements between the parties.

Owner

Date