

# TPE Prescribed Burn Policy & Procedures

TPE relies upon volunteers to conduct prescribed burns. The purpose of this policy is to improve burn safety and volunteer experience by minimizing risk of escaped fire and injury to personnel and property. Any burn conducted by TPE staff or volunteers that does not comply with the following policies and procedures will not be considered a TPE sanctioned burn, and thus will not be covered by TPE insurance, nor can TPE be held liable for such burns.

## **TPE Sanctioned Burns**

Any burn, that is (1) using TPE resources (including equipment and communication networks to solicit and organize volunteers), and (2) is following all TPE policies and procedures regarding prescribed burns, and (3) is authorized by the local Chapter, is considered a TPE sanctioned burn. TPE resources, other than loaned out equipment, may not be used on non-TPE sanctioned burns. Individuals conducting burns and not complying with the policies and procedures set forth here are not covered by TPE insurance and thus may be held personally liable for damages resulting from their actions.

## **Burn Bans**

No burn may be conducted when a burn ban is in place, or when an air quality particulates alert is in place for the area in which the burn is to take place.

## **Burn Permits**

The burn must meet all jurisdictional requirements for conducting burns, including obtaining burn permits where required.

## **Broadcast Burns**

## **Training**

### **Crew Classification & Requirements**

(Note: Training curriculum standards have yet to be adopted by the TPE board. Once they are available and approved by the board they will be incorporated into the policy.)

#### 1. Burn Boss

- meets crew member and crew leader requirements as described under those classifications
- has served as crew leader 10 or more times
- has participated in 30 or more burns
- has formal training or certification under **one** of the following:
  - has their experience and training reviewed by the TPE Land Management Committee and is authorized by the Committee as burn boss qualified for

TPE burns (NOTE: Once curriculum standards are adopted by the TPE board for burn boss training, such training will be required of all new burn bosses on TPE burns, and those accepted as qualified by the Land Management Committee under the interim policy will be reconsidered on a case by case basis for whether or not to be required to take the formal training),

**or**

- has certification under the National Wildfire Coordinating Group (NWCG) standards to be a burn boss (must have a certificate),

**or**

- meets the training requirements for a burn boss of the state conservation agency of the state in which the burn is taking place (must provide documentation).

## 2. Crew Leader (ex, Line Boss)

- meets crew member requirements as described under that classification

- has participated in 10 or more burns

- has formal training or certification under **one** of the following:

- has their experience and training reviewed by the TPE Land Management Committee and is authorized by the Committee as crew leader qualified for TPE burns (NOTE: Once curriculum standards are adopted by the TPE board for crew leader training, such training will be required of all new crew leaders on TPE burns, and those accepted as qualified by the Land Management Committee under the interim policy will be reconsidered on a case by case basis for whether or not to be required to take the formal training),

**or**

- has National Wildfire Coordinating Group (NWCG) certificates for courses S131, S-290, & S-234,

**or**

- meets the training requirements for a crew leader of the state conservation agency of the state in which the burn is taking place (must provide documentation).

## 3. Crew Member

- has participated in 2 or more burns

- starting Jan. 1, 2015, has formal training or certification under **one** of the following:

- has formal basic crew member training following curriculum approved by the TPE board,

**or**

- has NWCG certificates for courses S-190 & S-130,

**or**

- meets the training requirements for a basic crew member of the state conservation agency of the state in which the burn is taking place

#### 4. Apprentice

- has formal crew line training as described under Crew Member requirements

#### 5. Observer

- no formal training or burn experience required

### Pumps and Engines

- 1) All operators of pumps and engines must have training on the use and operation of comparable equipment prior to the day of the burn.
- 2) All crew members on a burn must be given orientation on the day of the burn to the equipment present at the burn.

### **Crew Requirements on a Burn**

- 1) Every burn must have a qualified Burn Boss in charge of the burn (See Crew Classifications & Requirements).
- 2) Every burn must have a qualified Crew Leader in charge of each crew on the burn (See Crew Classifications & Requirements). Crews may not exceed 6 individuals in size (excluding the crew leader). On small burns with 8 or fewer people, the Burn Boss may also function as a Crew Leader.
- 3) No more than 25% of the total crew may be in the Apprentice category (See Crew Classifications & Requirements). Every Apprentice must be paired with an experienced Crew Member.
- 4) There may be no more than 3 Observes (See Crew Classifications & Requirements) present on a burn. Observes may not be given assignments in the conducting of the burn. They may, however, help with loading and carrying equipment and supplies. They must be assigned to an experienced crew member, and they must shadow and observe that person at all times.

### **Burn Plans**

A written and approved burn plan must be on file for every burn prior to ignition. The burn must be conducted within the parameters set forth in the plan. The plan must follow the standard TPE burn plan format. Once a plan is approved, it is good for a period of three years, so long as no changes have occurred to the site which would affect the burn.

### **Burn Plan Approval Process**

Each chapter may designate a qualified person to approve burn plans submitted for their chapter's burns. However, that person (approving authority) must meet the minimum TPE Burn Boss level qualifications (See Crew Classifications & Requirements) and must be approved by the TPE Land Management Committee. The committee's decision will be based on a review of the proposed approving authority's prescribed burn training and experience history. The Land Management Committee will maintain a database of approving authorities and their qualifications.

Should a chapter choose not to seek an approving authority specific for their chapter, their burn plans may be submitted to a central approving authority approved by the TPE Land Management Committee. All approving authorities must be TPE members.

All TPE burn plans are to be submitted by the burn plan author to the appropriate approving authority for signed approval. Burn plans that need revision are to be returned to the author with suggested revisions, and a revised version resubmitted to the approving authority for approval. Approved (signed) burn plans are returned to the plan's author to be used at the burn, and a copy retained in the chapter's files. The approving authority shall also send a copy of the approved burn plan to the Central office files.

In rare cases of extenuating circumstances that do not allow enough time for transmittal of signed documents, approval may be granted by the approving authority to the plan's author via e-mail. However, TPE's Executive Director must be copied on the e-mail, and signed copies of the plan must be filed as soon as possible with both the chapter and the central office.

### **Go-no-Go Checklist**

On the day of the burn and prior to ignition, the burn boss must review each item on the TPE standard Go-no-Go checklist and sign and date the form. This must be done for each burn. Multiple burns at the same location on the same day, and with similar complexity and conditions, may be covered by a single Go-no-Go Checklist.

### **Crew Sign-in**

Every participant on a burn must be signed in (both legible printing of their name and signature) and their participation level (Burn Boss, Crew Leader, Crew Member, Apprentice, or Observer) recorded for each burn. For multiple burns in a day, one sign-in sheet may be used with a column for each of the burns. Each member must also provide an emergency contact number on the sign-in sheet. These sign-in sheets must be kept on file with the chapter, and a copy submitted to the central files.

Should a chapter so choose, they may have volunteers sign the sign-in and liability waiver sheet once a year prior to the start of the spring burn season, rather than sign-in at each burn. If that is done, the burn boss must then have a copy of the filled out sign-in sheets at each burn, and the burn boss must make a list of all people present at each burn and note their level of participation (observer, apprentice, crew member, crew leader, or

burn boss). These records must be kept on file with the chapter, and a copy submitted to the central files.

### **Post-Burn Result Report**

Upon completion of each burn, a burn report form must be filled out and signed by the burn boss before moving on to the next burn. The report must follow the standard TPE burn report and include the signed Go-No-Go checklist. Copies of the report must be retained with the chapter and sent to the central office for filing.

### **General Safety Equipment**

The following must be present at every burn:

- Access to a telephone
- Two-way radios, when Burn Boss and Crew Leaders are not within speaking distance of each other. When radios are required, at minimum there should be a radio for the Burn Boss and each Crew Leader.
- First aid kit
- Fire suppression equipment as out-lined in the burn plan

### **Personal Safety Gear**

*Required:*

- Leather boots – 6” high tops minimum
- Gloves – leather work gloves
- Clothing - non-synthetic natural fibers only (long-sleeved shirts and long pants required)
- Drinking water on site
- Hat - non-synthetic natural fibers only (long hair must be covered up)
- Before using a chain saw, see Chainsaw Safety Policy for safety gear and procedure requirements
- Hearing protection when using loud equipment

*Suggested:*

- Nomex or equivalent fire retardant clothing (highly recommended)
- Leather boots with minimum of 8” high tops
- Eye protection – goggles or safety glasses
- Air filter mask or bandana
- Hardhat (highly recommended)
- Radio for every crew member
- Neck shroud
- Drinking water on every person

## **Physical Fitness Requirements (Volunteer Release)**

Volunteers must be asked to do a self-assessment of their physical ability. They must be asked to read a self-assessment release statement and waiver of liability provided on the volunteer sign-in sheet, and be informed that signing the form is acceptance of the waiver. The release statement and waiver language must be approved by the TPE board. All participants must be 16 years of age or older. Those under 18 years of age must have parent/guardian signature on the release form.

## **Annual Refresher (Lessons Learned)**

Each chapter that conducts burns must offer to their burn volunteers once a year a refresher or lessoned learned meeting to go over examples of burns where things have gone wrong, and to get updates on prescribed burn issues and changes in TPE burn policies and procedures. These can be refreshers put on by TPE or conservation partners such as TNC, State DNRs, and others, so long as any changes in TPE burn policies and procedures are covered at the meeting. Volunteers should be encouraged to attend, but attendance is not required to stay qualified. Volunteers that do attend should sign in to document their participation. Chapters must provide, to all volunteers that do not attend, a summary of the refresher's content.

## **Road Signage & Traffic Control**

If a burn is near a road, signs should be placed along the road informing passersby that a prescribed burn is in progress. If you anticipate need to control traffic, all state regulations and rules for traffic control signage and procedures must be followed. Contact the appropriate State DOT and local police authority to learn what is required or allowed.

## **Loaning out of TPE Burn Equipment**

TPE equipment may be loaned out to landowners and partner organizations. Borrowers must sign a waiver holding TPE harmless, testifying that they are experienced in the use of the equipment, and agreeing to return the equipment in good operating condition.

## **Burning on lands not owned, leased, or eased by TPE**

When burning on land not owned, leased, or eased by TPE, nor under management agreement (written or verbal) with TPE, where the landowner(s) has approached TPE to conduct the burn or to assist in conducting the burn, the land owner must sign a Landowner Agreement (pre-burn) and an Assumption of Liability (post-burn). On land not owned, leased, or eased by TPE, but is under informal verbal management agreement with TPE, the landowner must sign a form that grants TPE permission to conduct the burn. The Landowner Agreement, Assumption of Liability, and Permission to Burn forms must be approved by the TPE board.

When burning on land not owned, leased, or eased by TPE, but is under a formal written management agreement with TPE that specifically grants TPE permission to conduct prescribed burns, no Permission to Burn form needs to be signed by the landowner.

### **Database of Burn Volunteer Training/Experience**

A database must be maintained by the TPE central office of all burn volunteers and staff documenting the training and experience of the participants. If course certificates are available, copies must be on file in the central office. Chapters must compile and submit this information on forms provide by the Land Management Committee or Executive Director.

### **Brush Pile Burns**

Concentrations of brush and slash that will remain hot for no more than 8 hours may be burned when there is adequate moisture in surrounding fuels, up to 50 feet out, to prevent spread of the fire. When the fuel load in the burn pile is sufficient to cause the fire to remain hot for more than 8 hours, there must be sufficient snow cover on the ground to safely contain the fire for at least the next 2.5 days (60 hours) from when the last fuel is placed upon the fire. (Note: piles, into which large amounts of wood have been placed, can remain hot for several days). Only clean woody material may be placed in the burn pile. Un-burned brush/slash piles shall not be located within the boundaries of a broadcast prescribed burn, or within 50 ft of the edge of a broadcast burned. A cell phone and first-aid kit must be on site. No one may work alone. Check on local requirements and permits that may differ from this procedure.

### **Personal Safety Gear on Burn Piles**

The following is required of all participants within 20 feet of burn piles:

- Gloves – leather work gloves
- Clothing – non-synthetic natural fibers only (long-sleeved and long-legged)
- Before using a chain saw, see Chainsaw Safety Policy for safety gear and procedure requirements
- Hearing protection when using loud equipment

The following safety gear is highly recommended and must be offered to volunteers:

- Eye protection – safety glasses, goggles, or face-shield
- Hard hat

## **Burn Policy Addenda**

- 1) TPE Burn Plan form.
- 2) TPE Go-No-Go Checklist and Post-burn Report form.
- 3) TPE Burn Crew Sign-in & Liability Waiver sheet.
- 4) TPE Burn Equipment Loan Agreement form.
- 5) Landowner Agreement form (no management agreement with TPE and owner has approached TPE to conduct the burn).
- 6) Assumption of Liability form (no management agreement with TPE and owner has approached TPE to conduct the burn).
- 7) Permission to Conduct Prescribed Burns form (management agreement with TPE and TPE has approached the owner).
- 8) Format (database) for submitting Burn Boss and Crew Leader experience and training to the Land Management Committee for review in authorizing candidates as qualified for those positions. This also serves as the database for tracking volunteer/staff burn training & experience.



The Prairie Enthusiasts  
 110 S. Main St. P.O. Box 824  
 Viroqua, WI 54665

# PRESCRIBED BURN PLAN



Today's date:	Date Received:
Lead Chapter:	<input type="checkbox"/> CSC <input type="checkbox"/> CRC <input type="checkbox"/> ESC <input type="checkbox"/> GPC <input type="checkbox"/> MRC <input type="checkbox"/> NIPE <input type="checkbox"/> PBC <input type="checkbox"/> PSC <input type="checkbox"/> Sands <input type="checkbox"/> SWC <input type="checkbox"/> SCVC

## SITE INFORMATION

Name:	Address:		
County:	Township	N Range	<input type="checkbox"/> E <input type="checkbox"/> W 1/4 Section

## LANDOWNER INFORMATION

Last Name:	First Name:	Phone:
Street Address:		Cell Phone:
City:	State, Zip:	Email Address:

## BURN SITE INFORMATION (Note on burn plan map when applicable, specific fuel heights for grasses)

Acreage:	Primary fuel type:	Secondary fuel type:
Slope percentages(s):	Slope aspect(s):	
Firebreak type(s):	Firebreak width(s):	
Hazards (e.g., utility poles/boxes, overhead power lines, stored fuels, homes, smoke hazards):		

## OBJECTIVES (e.g., remove duff, stimulate warm season grasses, simulate prairie forbs, control invasives, prepare for seeding)

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## NOTIFICATION REQUIREMENTS (Requirements vary by county or township)

County Sheriff Dispatch:	Township Fire Department:
Neighbor(s):	
DNR:	

## PERMIT REQUIREMENTS (Requirements vary by county or township)

Permitting entity:	Phone:
Permitting entity:	Phone:

## BURN PRESCRIPTION WINDOW (if prescription is not the listed range, then address that issue in the section for additional considerations)

Date: earliest	latest	Acceptable wind direction(s):
Wind speed (3-18 mph)	Relative humidity (25-60%)	Air temperature (40-80 °F)

# TPE PRESCRIBED BURN PLAN (continued)

Site name:

## PERSONNEL NEEDS (include burn boss and crew leader names if known)

Burn boss:	Crew leader:	Crew size (excluding apprentices):
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## EQUIPMENT NEEDS (List number of each needed)

Drip torch	ATV	Pulaski	Weather kit
Backpack pump	ATV pumper	2-way radios	Nomex clothing
Flappers	Pumper truck	First aid kit	Cell phones
Rakes	Chainsaw	Road warning signs	

## COMMUNICATION PLAN (explain how communication equipment will be used during the burn)

## IGNITION PLAN (identify the sequence of the burn on the burn plan map, label backing fires and head fires, discuss blackline requirements.)

## MOP UP PLAN (include the length of observation time after there is no visible signs of smoke/fire, and resources available during that time)

## CONTINGENCY PLAN (Explain approaches to controlling a fire that escapes, such as contacts, secondary control lines, and access roads)

## ADDITIONAL CONSIDERATIONS (e.g., deviations from suggested prescriptions, refugia, cultural resources, biological considerations)

## BURN PLAN MAP (example burn plan maps can be found at <http://www.theprairieenthusiasts.org/outreach.htm>)

Attach an aerial photo. The map should have the following labeled features: access roads or lanes, road leading to nearest town, property boundaries, burn unit location, fire breaks, fire and smoke hazards, escape routes, safety zones, water resources, fences (and gates). A topographic map may also be attached to describe the effect of slope on the burn (or slopes can be described on the aerial photo).

## PLAN AUTHOR

Name:	Phone:	Email:
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## TPE APPROVAL (To be completed by chapter approving authority)

Reviewer Signature:	Phone:	Date:
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Attach an additional page to complete sections if needed.

**The Prairie Enthusiasts**  
110 S. Main St. P.O. Box 824  
Viroqua, WI 54665

## GO/ NO GO CHECKLIST



Site Name: \_\_\_\_\_

Date of Burn: \_\_\_\_\_

Present conditions:

Wind Direction \_\_\_\_\_ Wind Speed \_\_\_\_\_ Relative Humidity \_\_\_\_\_ Temperature \_\_\_\_\_

- Above weather parameters are within burn plan prescription.
- All current and projected fire weather forecasts have been obtained and are favorable.
- All necessary permits and approvals have been obtained.
- All burn plan personnel are on site.
- All personnel have appropriate personal protection equipment.
- All personnel have been briefed, and are aware of their assignments and the burn unit.
- All personnel are aware of the objectives, ignition plan, extra resources, escape routes, and safety zones.
- Adequate burn map provided to all personnel.
- All smoke management specifications are met and addressed.
- All of the necessary equipment is available and operational.
- The contingency plan and available resources have been discussed and are available.
- The burn can be carried out according to the Burn Plan, and will meet the planned objectives.
- All pre-burn contacts have been made (dispatcher/local fire department).
- A test fire has been conducted and conditions are deemed safe enough to continue.

\_\_\_\_\_  
Burn Boss Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time of ignition

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## POST-BURN RESULTS (IMMEDIATE)

Time fire was completed and out: \_\_\_\_\_

Were Burn Objectives Met (address specific objectives listed in the burn plan; e.g., % acreage burned, scorching of woody species)?

\_\_\_\_\_  
\_\_\_\_\_

Fire Behavior (e.g., rate of spread, flame lengths, spot fires): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Recommended Changes (e.g., adequacy of firebreaks, crew size sufficiency): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Continue any sections on the back of this page if needed.





# TPE Burn Equipment Loan Agreement

The Prairie Enthusiasts (TPE; Lender) agrees to loan equipment to the TPE member (Borrower), provided s/he agrees to the terms and conditions specified herein.

**Please print clearly**

Name of Borrower (First, M.I. Last)	Home Telephone No. (include Area Code)
Address	Work Telephone No. (include Area Code)
City, State and Zip	Equipment Use Date (month, day, year)

## Equipment covered by this agreement

Bladder bag	Drip torch	Pulaski	Torch fuel can	Water wagon
Leaf blower	Hard hat	Rake /Swatter	Two-way radio	Weather kestrel

## Terms and Conditions

**Intended Use and Lender Mission:** Equipment owned and maintained by the Lender is intended to be used to preserve, enhance or restore prairie and oak savannas or other fire-dependent habitat on public and private lands. The Lender reserves the right to refuse to lend any equipment if, in the judgement of the Lender, the intended use is not in accordance with the mission of TPE, or if it otherwise appears that lending the equipment would not be in the best interest of TPE. The mission of the Lender is to be an educational and management resource to landowners and public land agencies to benefit prairie and savanna protection and restoration, and to increase awareness of the value and rarity of these ecosystems in the Upper Midwest.

**Limitations on use:** Borrower agrees not to use any equipment borrowed from Lender for commercial purposes. Borrower will not use burn equipment to accomplish any purpose not related to protecting, enhancing or restoring prairie, oak savanna or other fire-dependent habitat.

**Responsibility for Loss or Damage to borrowed equipment:** Borrower agrees to be solely and absolutely liable for loss or damage to borrowed equipment and to reimburse Lender in an amount to be determined by Lender for the cost to replace or repair the lost or damaged equipment. If it is necessary for the Lender to hire an attorney to collect such reimbursement, Borrower also agrees to be liable for the cost of reasonable attorney fees necessary to collect the amount due.

**Liability for damage to property or personal injury or death:** Borrower agrees to be responsible for any damage to real or personal property, bodily injuries or deaths resulting from the use of borrowed equipment while in possession or under the control of Borrower. Borrower is responsible for assurance that equipment is in working order prior to its use. Borrower agrees to hold harmless and indemnify Lender, The Prairie Enthusiasts, its agents and assigns from any and all claims arising from the sue of said equipment, including attorney's fees incurred in defending against such claims.

The Lender, and its agents and assigns, disclaim any liability for any damage to real or personal property, bodily injuries or death as a result of use of borrowed equipment in connection with a prescribed burn or for any other purpose. Loan of the equipment to Borrower does not create any duty or responsibility of Lender for safe or proper use of the equipment or for any injuries or harm due to unsafe or improper use.

**Acknowledgement:** I have read and understand this agreement. I agree to the terms and conditions herein.

\_\_\_\_\_  
Respective TPE Chapter Equipment Loan Coordinator

Date: \_\_\_\_\_

\_\_\_\_\_  
Borrower

Date: \_\_\_\_\_

**TPE Equipment Loan Procedures**  
(example to be modified as needed for chapter use)

There is no fee associated with the loan of this equipment.

**Procedures:** In order to ensure equipment availability as well as the safe and appropriate use of TPE equipment, we have established a procedure for borrowing equipment along with a set of criteria members must meet before equipment will be loaned.

1. Members should express an interest for equipment use at the spring or fall burn sign-up meeting or contact the Equipment Coordinator to get put on the list.
2. An Equipment Loan Agreement must be signed, dated and given to the Equipment Coordinator each time the equipment will be loaned.
3. A member must attend an equipment demo/training meeting or prescribed burn workshop at least once in a two-year time span prior to borrowing TPE equipment. This will ensure members know how to use equipment and can do general maintenance while the equipment is in his/her possession.
4. Member must sign out the equipment in the logbook (at location where equipment stored) when borrowed and sign item(s) back in when returned. The Equipment Coordinator will examine the equipment for damage other than normal wear and tear. If there are problems with the item(s) borrowed, the Borrower should inform the Equipment Coordinator so they can be fixed.
5. Burn equipment must be returned within 3 days of date borrowed unless other arrangements are made.
6. Equipment should be returned in at least the same condition it was loaned.
7. Equipment using fuel must be returned with the same amount of fuel as when borrowed. All gas/oil mixtures should be mixed according to what is specified in the owner's manual or equipment fact sheet.

## LANDOWNER AGREEMENT

This Agreement is made between The Prairie Enthusiasts, Inc. (TPE) and \_\_\_\_\_, (Landowner).

1. Purpose of Agreement: The Landowner desires to have TPE do a controlled burn on lands owned by the Landowner. TPE has agreed to conduct the burn. TPE, before conducting the burn, wants to be certain that Landowner understands certain hazards and risks involved in conducting a controlled burn. Without Landowners agreeing to hold TPE harmless as a result of hazards described in this Agreement, TPE would not conduct the burn.
2. Property Boundaries: TPE agrees to work within the area identified by the Landowner. In the event that the Landowner has identified lands owned by third parties as lands on which TPE is to perform services, then the Landowner shall be liable for all damages of any kind claimed by any third party and shall hold TPE harmless on account thereof.
3. Potential Hazards: The Landowner has been advised and fully understands that services of TPE may cause dangerous hazards on Landowner's property. Burning may also result in damage to trees, causing them to fall. All this may result in damages to fences, roads, other trees, or improvements as well as injury to persons. Smoke from the controlled burn could cause damage to the interior of Landowner's home or outbuildings or any laundry on the line. Fully understanding these hazards, the Landowner does hereby agree to assume these risks to hold TPE harmless on account thereof.
4. Landowner Obligations: It shall be Landowner's obligation to remove or protect any non-natural items on the property to be burned, including benches, fuel tanks, power lines or personal property or equipment. If there are items that cannot be removed but could be damaged the Landowner will notify TPE of their presence so that TPE can take measures to protect the items.
5. Monitoring Burns: Landowner has signed or will sign an agreement with TPE stating the time when the Landowner agrees that TPE may leave the property. After that time the Landowner agrees to assume responsibility for monitoring the burn area to insure that no fire will escape. After TPE leaves the property, the Landowner agrees to hold TPE harmless on account of any fire that may escape.
6. Undesired Results: The Landowner understands that burning and other activities for which the services of TPE have been retained may result in shifts in composition and richness of plant varieties that are not those desired by the Landowner. Because these are natural events that cannot be controlled by TPE and cannot be predicted, Landowner agrees to hold TPE harmless on account of any such undesired changes.

7. Non-TPE Volunteers on Site: TPE works with volunteers who have been approved by TPE. To the extent non-TPE volunteers are permitted to be on the property by the Landowner during burns, the Landowner agrees that TPE will not be liable for any injury sustained by a non-volunteer or for any damage caused by a non-volunteer. Landowner agrees to hold TPE harmless on account of any such injuries or damages.
  
8. Effect of Hold Harmless Agreement: Where the Landowner agrees to hold TPE harmless under various provisions in this agreement, this is defined to mean not that not only will the Landowner not make any claim against TPE for the events specified, but that Landowner will also defend TPE and reimburse TPE for the cost of any defense in the event of any claim or suit initiated by a third party arising out of an event for which the Landowner agrees to hold TPE harmless. In the event damages are awarded against TPE, Landowner agrees to reimburse TPE for the same.
  
9. Binding: This agreement is binding on the parties, their heirs, successors, and assigns.

Dated: \_\_\_\_\_, 201\_\_.

THE PRAIRIE ENTHUSIASTS, INC.

By:

\_\_\_\_\_

LANDOWNER:

\_\_\_\_\_

\_\_\_\_\_



**ASSUMPTION OF LIABILITY**

This Agreement is made between The Prairie Enthusiasts, Inc., (TPE), and \_\_\_\_\_, (Landowner).

TPE has conducted a burn on the property of the Landowner. While the burn has been completed, there may be embers, smoldering logs, or other sources from which fire could escape.

Landowner, knowing the TPE would be willing to remain on the site for an additional period of time to monitor the area and insure that there is no escape of fire, agrees that TPE may leave the site and does hereby release TPE from further responsibility relating to the fire and does hereby agree to assume all further responsibility for insuring that no fire escapes from the burned area. Landowner agrees to hold TPE harmless on account of any escape that occur that may after the signing of this Assumption of Liability, and to defend TPE in the event that any claim is made against TPE on account thereof. Landowner, in the event of such claim, agrees to pay all costs of defense and to reimburse TPE for any amount it may be ordered to pay in any court action, arbitration, or otherwise.

This agreement will be binding upon the parties, their heirs, successors and assigns.

Dated: \_\_\_\_\_, 201\_\_ at \_\_\_\_\_ o'clock.

THE PRAIRIE ENTHUSIASTS, INC.

By:

\_\_\_\_\_

LANDOWNER:

\_\_\_\_\_

\_\_\_\_\_

## Permission to Conduct Prescribed Burns

I, the landowner or authorized landowner representative, grant permission to The Prairie Enthusiasts to conduct prescribed burns on land I control in Section \_\_\_\_\_, Town \_\_\_\_\_, Range \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, which is more precisely delineated in burn plan documentation. This permission is good for the period from \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ to \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.  
MM/DD/YYYY MM/DD/YYYY

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(title; landowner or representative)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)





