



Grand County Road & Bridge General Release of Liability for Private Activities Conducted in County Right Of Way

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Submit permits via email to: rnbrequest@co.grand.co.us

Full Name (Please Print): _____

On behalf of (agency rel. if any): _____

Mailing Address: _____

Email Address: _____ Date of Submission: _____

OWNER: County of Grand, State of Colorado; Board of County Commissioners for the County of Grand, and its directors, supervisors, and employees;

_____, (hereinafter referred to as "Operator") shall be granted access to a right-of-way held by Owner, as described below, for the following exclusive purpose:

Removal of trees/vegetation damaged by insect infestation, agricultural vector, or otherwise identified by the Grand County Road & Bridge Supervisor

Commercial filming (requiring complete road closure) Commercial Filming (requiring partial road closure)

Other (please describe): _____

1. AFFECTED RIGHT-OF-WAY:

- Physical address, general or legal description: _____

2. LOCATION:

- Is said right-of-way adjacent to real property owned by Operator? YES NO

3. REQUESTED ACCESS PERIOD:

- All activities shall be completed on/between the times/dates listed below:

Start Time: _____ AM PM End Time: _____ AM PM

Start Date: _____ End Date: _____

4. NOTICE TO NEIGHBORS:

- Operator warrants that he/she provided written notice to adjacent landowners within 200 ft. of proposed activity area. Date of notification: _____
- A copy of the mailing list and notice is attached hereto.

5. TRAFFIC CONTROL:

- Operator warrants that he/she has arranged for the following controls on traffic through/adjacent to the proposed activity area: _____
- Operator shall arrange all traffic control with agencies listed below and shall provide written approval of the traffic control plan submitted by the Operator.

6. RETURN RIGHT OF WAY TO PRIOR STATE:

- Operator warrants that he/she shall return the affected right-of-way, as well as any and all portions of road surface affected by the proposed activity, to the state in which it was found prior to the described activity.

7. INSURANCE:

- To obtain, maintain and pay for such workers, compensation insurance as may be required by the Owner or by law; comprehensive general liability insurance, comprehensive automobile liability insurance, protecting the Owner against claims for bodily injury or death or for damage to property occurring upon, or about the Project, with limits in amounts at least equal to those specified below:

| | Limits of Liability |
|--|--|
| Bodily Injury Liability Including Automobiles: | \$500,000.00 Each Person \$1,100,000.00 Each Occurrence \$1,100,000.00 Aggregate |
| Property Damage Liability: | \$100,000.00 Each Occurrence \$100,000.00 Aggregate |
| Property Damage - Auto: | \$100,000.00 Each Occurrence |
| Others: | |

- Said insurance to be issued by a financially responsible company or companies. Owner will be furnished satisfactory evidence that it has complied with this paragraph, and to obtain and furnish to the Owner an undertaking by the insurance company issuing each such policy that such policy will not be canceled except after fifteen (15) days' notice to the Owner of its intention to so do. Grand County shall be named as an additional insured and Operator shall provide Grand County with proof of insurance prior to use of County Right of Way.

8. RELEASE OF LIABILITY:

- Operator has requested access to this right-of-way in order to secure a perceived benefit to Operator or Operator's real property. In consideration of Owner's permission to operate in the right-of-way, during any activities in the right-of-way, the Operator assumes, as against the Owner, all risk of damage, theft, loss or destruction to Operator's personal property and of personal injury to or death of the Operator or any person assisting or employed by Operator in performing the above activity. By signing below, Operator, for him/herself and his/her spouse and heirs, assigns, agents, and employees releases and agrees to indemnify and hold harmless the Owner, its employees, officers and agents from all liability for such damage, theft, loss, destruction and/or personal injury or death occurring at the time of the above activities or thereafter arising from conditions or injuries occurring during the removal, directly or indirectly arising from the circumstance of the removal activities, including claims made by third parties, even if the same is caused in whole or in part by the negligence of Owner or any of Owner's employees, officers or agents. This Release includes any and all matters relating thereto, and any and all consequences thereof, for which Operator could assert a claim against Owner, whose liability is hereby expressly denied. Operator retains full liability for damage to persons and property incident to Operator's activities. Nothing herein shall be interpreted as a waiver of Owner's governmental immunity, pursuant to the Colorado Governmental Immunity Act as amended.

9. ACKNOWLEDGEMENT:

- Operator acknowledges that he/she holds no property right in or liberty right to receive permission for the proposed activity. Owner reserves the right to deny access for the proposed activity at the discretion of the Board of County Commissioners for the County of Grand, State of Colorado, and the Grand County Road & Bridge Department.

OFFICE USE ONLY

Date Received: _____

Received By: _____

Approved
Denied

Authorized Signature: _____