

**CITY OF LONG BEACH FRUIT TREE PROGRAM
CONSENT AND WAIVER OF LIABILITY FORM**

Statement of the Property Owner:

1. I, the undersigned (“Property Owner”), hereby agree to voluntarily participate in the **City of Long Beach Fruit Tree Planting Program** (the “Program”). I hereby attest that I am the record owner of the property described below (the “Property”).
2. I understand that as part of my participation in the Program, I may receive a fruit tree to be planted on my Property pursuant to the availability of Program funding.
3. By signing below, I grant access and consent for a Program tree to be planted on the Property by the City of Long Beach (the “City”) and its representatives, agents, subcontractors and consultants of all tiers. Planting of the Program tree may take place at a time convenient to the City.
4. I understand that the City may provide recommended changes to the Property after a site assessment; that said recommendations shall be completed at my own cost and expense; and that failure to make the recommended changes, if any, could result in the disqualification of my Property from the Program and result in me not receiving a tree.
5. I acknowledge that the City shall make the final decision on the placement of the Program tree, and that any expressed owner preferences are non-binding and will only serve to guide fruit tree placement.
6. The City is only responsible for the digging of the planting hole. The Property Owner will be responsible for any and all other changes necessary to their property, including but not be limited to the alteration of landscape, alteration to existing irrigation systems, or other necessary alterations as required by the City at its sole discretion.
7. I accept that the date and time of the tree planting may change, my Property may be deselected or otherwise withdrawn from the Program, or the Program may be cancelled with or without notice, at the City’s sole discretion.
8. I understand that the Program is funded by the CalFire Urban Forestry grant, and the City reserves the right to enter and access the Property at any time with or without notice to inspect the completed work and conduct periodic inspections of the Program tree’s location, growth, and health during the grant period (September 30, 2018 to June 30, 2021).
9. Each owner will be provided with a fruit tree ‘Care Guide.’ I acknowledge that upon change of ownership or occupancy, the ‘Care Guide’ must remain with the property and I must inform the new owner or tenant.
10. I hereby consent and grant permission to the City to capture my Property image and likeness in photographs, videotapes, motion pictures, recordings, or any other media (collectively “Images”). I acknowledge that City will own such Images and further grant the City permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever. I further waive any right to inspect or approve the use of the Image by the City prior to its use. I forever release and hold the City harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

- 11.** In exchange for receiving a tree for my Property, I hereby agree to accept any and all risks involved and to waive any and all claims or causes of action of any nature arising from my participation in the Program, including without limitation, damage to myself or the Property, that arise from or are related to the Program, including without limitation the impacts of the Program tree on the Property during and after planted.
- 12.** Furthermore, I agree to release, discharge, indemnify and hold harmless the City of Long Beach, its Boards, Commissions, and their officials, employees and agents (collectively, the “City”), from any and all liability, loss, damages, costs, expenses and claims of whatever nature, which the City may hereinafter incur, suffer, or sustain by reason of any matter or thing in connection with my participation in the Program.

Print Name of Property Owner

Address of Property

Signature of Property Owner

Date signed