

**WASATCH COUNTY  
COOPERATIVE WEED MANAGEMENT AREA (CWMA)  
PARTNERSHIP AGREEMENT**

I am interested in being partners with the Wasatch County CWMA for control of noxious weeds in Wasatch County on my property located at:

Property Address: \_\_\_\_\_

Mailing Address (if different than above): \_\_\_\_\_

The **noxious weed(s)** I would like to control at this site are:

\_\_\_\_\_

I will treat noxious weeds on my own property using the herbicide “chemical” provided by the Wasatch County CWMA and will apply the chemical by using my time/labor, equipment, and/or the purchase of additional herbicide “Chemical” if needed.

I grant permission for Wasatch County Weed Department Employees to visit my property to perform follow up tracking progress of my treatment area. I acknowledge that these visits are to gather information for these purposes:

- Grant support to continue the community chemical give-out program in future years.
- To determine if the property contains high priority noxious weeds.
- EDDMapS updates, which includes mapping the Wasatch County noxious weeds (this is a state requirement for the grant).

Initial \_\_\_\_\_

I understand that some herbicide for noxious weed control will be available to me for **ONE ACRE** or more at no cost from Wasatch County CWMA while supplies last. I also understand that nothing in this Agreement obligates the County whatsoever to provide additional chemical. I will **READ AND FOLLOW LABEL RESTRICTIONS ON THE USE OF CHEMICAL** including spraying only on my own property unless permission is received from landowners or managers. I will report final work accomplished to the CWMA Committee by returning the completed form when work is completed. CWMA members are available to assist in identification and control methods of noxious weed and treatment measures when requested.

**RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

This herbicide is designed for broadleaf weed control. **Caution should be taken and failure to read and understand the instruction could result in harm to persons or property.** Do not spray close to flowers, trees, shrubs, or any plant that you desire to keep. Do not spray in breezy or windy conditions.

1. In consideration of being allowed to participate in the CWMA Program, the undersigned agrees to indemnify, release, defend and hold harmless Wasatch County, the Wasatch County Noxious Weed Program, the Wasatch County Weed Advisory Board, Midway City, Charleston Town, Town of Daniel, Wallsburg Town, Heber City, and all of their respective elected officials, agents, officers, directors, contractors, volunteers and members, either in their personal or official capacities (collectively the "Released Parties") from any and all judgment, liability, loss, cost, expense (including court costs and attorneys fees) and/or claim whatsoever arising or resulting from any personal injury or property damage sustained in connection with the undersigned's participation in the CWMA Program unless such injury or damage is caused by the intentional or reckless conduct of a Released Party. The undersigned has read or had the chance to read a copy of the pesticide product labels and will follow the information as instructed on the label.
2. The Release supersedes any other agreements or representations by or between the undersigned and Released Parties. This release is governed by the laws of the State of Utah and is intended to be interpreted as broadly as possible and shall be binding to the fullest extent of the law.
3. The undersigned understands and agrees that the Released Parties are both relying on and do not waive or intend to waive by any provision of this Release the Governmental Immunity Act of Utah ("Act"), U.C.A. 63G-7-101 et seq. (as amended), or any other rights, immunities, and protections provided by the Act or any other limitation, right, immunity, or protection otherwise available to the Released Parties. Nothing in this Release shall be deemed a waiver of the provisions of the Act, and no provision hereof will create any benefit accruing to any third party except as expressly set forth herein.
4. The undersigned acknowledges and agrees that he/she is a volunteer who undertakes any activities related hereto at his/her own risk, assuming any responsibility for any loss or injury whatsoever suffered or incurred by the undersigned volunteer.

**I HAVE CAREFULLY READ THE RELEASE OF LIABILITY, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

**FOR OFFICE ONLY:**

Number of Acres Treated \_\_\_\_\_

Amount of Chemical Given \_\_\_\_\_

Type of Chemical Given \_\_\_\_\_

Method used to treat area: HAND    BACKPACK    FWT    UTV    TRAILR