

Homeowner Release and Waiver of Liability

Program: Bird Safe Windows Network - Bird Window Decal Installation

Property Address: _____

Homeowner Name(s): _____

Phone: _____ **Email:** _____

Acknowledgment of Risk

I understand that volunteers from Bird Safe Windows Network will install bird-safe decals on my windows. Installation may involve use of ladders, adhesives, cleaning solutions, and other tools. I acknowledge that these activities carry inherent risks including but not limited to:

- Property damage to windows, siding, landscaping, or other structures
- Damage to neighboring properties from falling equipment or materials
- Weather-related incidents during outdoor installation work
- Equipment failure or malfunction
- Injury to volunteers or third parties on my property

Initial: _____

Property Condition and Access

I certify that I am the legal owner or authorized occupant of the property with full authority to grant access for this installation. I have disclosed any known hazardous conditions, unstable surfaces, or obstacles that could affect safe installation. I acknowledge that Bird Safe Windows Network volunteers will assess property conditions and may decline installation if conditions are deemed unsafe.

Initial: _____

Release of Liability and Indemnification

In consideration of receiving this free service:

- I **release and discharge** Bird Safe Windows Network, its officers, directors, members, volunteers, and partners from any and all liability, claims, demands, or causes of action for property damage, personal injury, or other loss arising out of or related to the decal installation, including damage to my property or neighboring properties.
- I **assume full responsibility** for any risks associated with the installation and any pre-existing conditions on my property.

- I agree to indemnify, defend, and hold harmless Bird Safe Windows Network from any claims, lawsuits, or expenses (including attorney fees) brought by third parties arising from the installation activities on my property.

Initial: _____

Photo and Documentation Consent

YES - I consent to Bird Safe Windows Network taking photographs of the installation for documentation, educational, and promotional purposes, and grant Bird Safe Windows Network the right to use such photographs without compensation.

NO - I do not consent to photographs being taken. I understand that declining photo consent will not affect my eligibility for the free installation service.

Initial: _____

Miscellaneous Provisions

- This release does not apply to claims resulting from Bird Safe Windows Network's gross negligence or intentional misconduct.
- This agreement shall be governed by the laws of the State of Utah, and any disputes shall be resolved in Utah courts.
- If any provision of this agreement is deemed unenforceable, the remaining provisions shall remain in full force and effect.
- This agreement represents the complete understanding between the parties and may only be modified in writing.

Signatures

Homeowner Signature: _____ Date: _____

Print Name: _____

Witness Signature: _____ Date: _____

Print Name: _____
