



Mariposa County Development Services Temporary Housing Acknowledgement, Indemnification and Release of Liability – OAK FIRE 2022

(Pursuant to MCC Chapter 18.05 - Temporary Housing)

Permit No. _____ -OAK

This form must be filled out and submitted prior to the issuance of a Temporary Housing Permit authorizing recreational vehicle occupancy on private property in Mariposa County. Both the property owner(s) and proposed occupant(s) (if occupants are different than property owners) must verify acceptance of and compliance with these provisions by checking each item and signing below.

- The Owner(s) and Permittee(s) agree(s) to indemnify, defend and hold harmless, the County of Mariposa ("County"), its agents, departments, employees, officers, volunteers, and all other associates, from and against any and all judgments, awards, actions in law or in equity, liability, demands or claims for damage to persons or property, fees (including attorneys' fees), costs or losses arising from, or in any manner concerning, the Temporary Housing Permit or any uses of property or activities related thereto.
- The Owner(s) and Permittee(s) is/are responsible for adhering to federal, state, and local laws with regard to the Temporary Housing Permit, and the Owner(s) and Permittee(s) is/are responsible for following federal, state and local health guidelines for the Oak Fire, including any other applicable laws, regulations, proclamations, and orders.
- The issuance of a Temporary Housing Permit by the County does not legalize any other temporary use or constitute authorization or compliance under any other law, proclamation, or order of a separate governmental entity.
- The Owner(s) and Permittee(s) hereby acknowledge that following the Oak Fire the County has not performed a site visit or detailed review of the subject temporary RV site to determine the potential for slope instability, erosion, landslides, debris flows, and other geologic, geotechnical, or environmental hazards to impact the property. The Owner(s) and Permittee(s) further acknowledge that unidentified life safety risks associated with geologic hazards may exist on the site and may be heightened by post-fire terrain condition. Applicants are strongly encouraged to engage a private geologist to advise them on their site-specific risk due to geologic hazards.
- The Owner(s) and Permittee(s) hereby agree to indemnify, defend, and hold harmless the County (which shall include, without limitation, its officers, agents, employees and volunteers) from and against any and all claims, demands, losses, damages, defense costs (including attorneys' fees), or liability of any kind or nature which the County may

sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with geologic, geotechnical or environmental hazards on the subject property.

I/We hereby certify that I/we have read this Acknowledgment, Indemnification and Release of Liability. I/we understand, acknowledge, and agree to the above conditions by voluntarily signing below. I/We understand that the failure to provide this Acknowledgement, Indemnification and Release of Liability shall be grounds for either refusing to accept this application and/or for denying the permit.

I/We hereby certify that the standard conditions listed above shall be fully complied with and the temporary housing will be maintained in a safe, usable, and functioning condition. This form must be signed by ALL the following parties:

Printed Name(s) of Property Owner(s) or Authorized Agent

Signature of Property Owner(s) or Authorized Agent Date

Printed Name of Tenant #1

Signature of Tenant #1 or Authorized Agent Date

Printed Name of Tenant #2

Signature of Tenant #2 or Authorized Agent Date