



Tree Removal Permit for City of Kenai Lands

City of Kenai Parks & Recreation Office | 907.283.8261 | www.kenai.city

Section 1 – Applicant Information

Applicant name:

Contact address:
(mailing)

City:

State:

Zip:

Contact phone number:

Contact email address:

Section 2 – Property Information

1. Please provide a description of the property you wish to remove tree(s) on (Borough parcel number(s) or physical address):

2. Please attach a picture or diagram showing the tree(s) you would like to remove and include any nearby hazards such as building or other improvements, utility lines, roads etc.

☐ Attached

3. Please describe the reason you would like to remove the tree(s):

4. Please describe how the tree(s) will be felled and removed (chainsaw, hand tools, use of a contractor, truck, snow machine, other equipment etc.):

5. Please describe how the City property where the tree removal is requested will be accessed (from what road, property or adjacent trail):

In order to obtain a permit from the City you must sign the following Release of liability, hold harmless, and indemnity agreement.

Section 3 – Release of Liability, Hold Harmless, and Indemnity Agreement

For and in exchange for my being allowed to fell, cut and remove trees on City of Kenai property I, _____(print name), hereby agree to defend, indemnify, and hold harmless and to fully and forever release, discharge, and exonerate the City of Kenai, its employees, officers, directors, volunteers, agents, successors, assigns, and all others acting on its behalf (the City) from any and all claims, demands, actions, lawsuits, and controversies of every kind and nature for any and all injuries, death, damages, and/or losses of every kind and nature arising directly or indirectly out of or related to my felling, cutting and removal of any trees and associated debris on City of Kenai Property. This Release extends to all such injuries, death, damages, and/or losses whether presently known or unknown, suspected or unsuspected, or disclosed or undisclosed.

I understand that the City makes no representations whatsoever as to the safety of the property, or safety of the activity of felling, cutting or removing trees and associated debris and understand and acknowledge that there may be known or unknown hazards on the City of Kenai's property. I understand and acknowledge that the activity of felling, cutting and removing trees and associated debris is a dangerous activity that may result in severe bodily injury, illness, death, and/or property damage of all kinds. These risks are associated with the felling, cutting and removal of trees and associated debris on City of Kenai property. ***I recognize and accept all risks associated with, arising out of, or relating to felling, cutting and removal of trees and associated debris on City of Kenai Property.***

It is my express intent that this Release of Liability, Hold Harmless, and Indemnity Agreement shall bind myself, the members of my family, and my heirs, assigns, agents, administrators, personal representative(s), and next of kin and that this Agreement shall be deemed to be a release, a waiver, a discharge of liability of the City, a hold harmless agreement, an indemnity agreement, and a covenant not to sue the City. I understand and agree that I will not receive any monetary compensation for any time or services related to the felling, cutting, or removal of trees or associated debris on City of Kenai Property. ***I understand that by signing this Agreement I am giving up substantial legal rights and/or remedies which may otherwise be available to me and to my family. I further certify that I am 18 years of age or older.***

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE.

Signed: _____

Date: _____



Section 4 – Tree Removal Permit for City Lands

Pursuant to the statements made above and the signed **RELEASE OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT**, the City grants the right to _____(print name) to remove trees from the following described City Property: _____ on the following dates _____ with the following limitations:

1. Permittee must be onsite at all times during all activities associated with tree removal
2. Permittee must keep a copy of the permit prominently displayed in the vehicle window or available for inspection by City officials onsite
3. Tree removal may not take place during a burn suspension or between April 15 and August 31 unless the tree(s) have been downed by the City and placed for safe removal.
4. Only dead, dying or diseased trees (standing or down) may be removed
5. All trees and associated debris or "slash" (branches and other residue left after the felling of timber) must be completely removed from City property
6. All stumps and/or piles resulting from firewood cutting must not exceed a height of twelve inches (12") above the ground
7. City property may only be accessed by _____(print name)
8. If property is accessed by ATV, snow machine, or truck off established roads or trails, there must be sufficient snow depth or frozen surface as not to cause significant ground disturbance
9. No wood removed from City property may be sold
10. No burning is permitted on City property
11. Any other conditions: _____

Approved by: _____ Date: _____

Print Name: _____ Title: _____