



EXPRESS SERVICE OF A GREAT HORNED OWL PLATFORM

For homeowners (Participant) who want a **Great Horned Owl platform** (Activity) designed and built by Carmel Owls but prefer not to wait for a possible Carmel Owls installation—or whose tree cannot be reached by Carmel Owls' cherry picker—Carmel Owls offers an Express Service option.

With **Express Service**, the platform is installed by a third-party installer selected by the homeowner. Carmel Owls will build your owl platform to our standards. In most cases, homeowners use a local tree service company with a two- or three-person crew for a billable half-day installation.

Carmel Owls will provide the following to Participant:

- Build an owl platform as detailed at: <https://carmelowls.org/platform-against-tree-trunk>.
- On-site recommendations for selection of a suitable owl platform tree (including prevailing wind considerations and recommended platform height).
- Communicate installation details with an installer selected by the homeowner.
- Provide two (2) alternate sets of exterior wood timber screws (seven screws at 6" or 8" length) for mounting the platform through varying depths of bark.
- Provide three (3) T45 Star Drive bits for the timber screws as backup in the event of a stripped bit.
- Detail a complete list of tools required by the third-party installer, including tools needed to remove a stripped timber screw (a common issue during installation).
- On the day of installation, provide a custom two-axis level template for installation of the platform tree mount, ensuring the platform is both level and flat.
- Recommend that the third-party installer perform a 200-pound dead-weight stress test on the platform.
- Provide a suitable volume of nesting material for the platform.

ASSUMPTION OF RISK AND RELEASE

The Participant understands that installation of an elevated owl platform involves inherent risks, including but not limited to falls, equipment failure, tree damage, structural failure, and personal injury.

By electing to use a third-party installer, the Participant:

1. Assumes all risks associated with the installation process
2. Agrees that Carmel Owls has no control over the installation methods or safety practices employed
3. Releases Carmel Owls from any and all liability arising from installation, whether caused by negligence of the third-party installer or otherwise

The Participant further agrees that Carmel Owls' responsibility is limited solely to construction of the platform as specified and does not extend to installation performed by others.

INSURANCE ACKNOWLEDGMENT

The Participant is responsible for verifying that any third-party installer carries appropriate liability insurance and workers' compensation coverage, if applicable. Carmel Owls makes no representations regarding the insurance status or qualifications of any third-party installer.

RELEASE OF LIABILITY IN FAVOR OF CARMEL OWLS

To the fullest extent permitted by law, Participant hereby fully and forever releases, waives, and discharges **Carmel Owls and all of its unpaid volunteers, members, officers, contractors, and agents** from any and all claims, demands, causes of action, damages, losses, or liability of any kind arising from or related to the Activity. This release applies to any and all claims occurring before, during, or after the installation of the owl platform, including but not limited to claims for personal injury, wrongful death, or property damage, even if such claims arise from the ordinary negligence of Carmel Owls or its volunteers.

INDEMNIFICATION

Participant agrees to indemnify, defend, and hold harmless Carmel Owls and its volunteers from any claims, lawsuits, damages, attorney fees, or costs brought by the Participant or by any third party in connection with the Activity or the presence of the owl platform on Participant's property, including claims arising from Participant's own actions, negligence, or failure to maintain the platform after installation.

GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

BINDING EFFECT

Participant agrees that this Agreement is binding on Participant and on Participant's heirs, assigns, family members, guests, tenants, and legal representatives.

TERMS

The Express Service fee is **\$1,370**, not including the third-party installer's cost. Payment begins with a nonrefundable initial donation of \$670 to Carmel Owls' **GoFundMe** page. At <https://www.gofundme.com/f/support-carmel-owls-build-owl-platforms>

After making the donation, the Participant should complete the **Adopt an Owl Platform** form <https://carmelowls.org/adopt> and note in the message that the initial donation has been made.

The remaining balance of \$670 is due upon the completion of the platform installation by the third-party installer with a final donation to [GoFundMe](#).

Alternatively, Participant understands that they are self qualifying for a suitable owl platform tree as detailed in the Adopt an Owl Platform form. If, upon Carmel Owls' site inspection, there is not a suitable tree, further payments are not required unless the Participant still wants an owl platform built for their own use.

At which time, the remaining balance of \$670 is due upon the delivery of the platform with a final donation to [GoFundMe](#). Carmel Owls will not communicate with nor work with any third party installer.

HOMEOWNER ACKNOWLEDGMENT AND SIGNATURE

I have read this entire agreement, understand it, and sign it to acquire a Great Horned Owl platform with third-party installation.

Participant's Name (print): _____

Signature: _____ Date: _____

Property Address: _____

Telephone: _____ Email: _____

Mail to: Attn: Carmel Owls, Chief Owl, PO Box 6573, Carmel by the Sea, CA 93921-6573