



Mt. Emily Recreation Area MERA Trail Adoption and Maintenance Agreement

The undersigned Trail Adopter(s) hereby agree(s) to adopt and maintain the following Union County MERA Trail(s).

- Trail Name(s) and Number(s):
- Difficulty Rating:
- Primary User Group Designation(s):
- Trail Area: Motorized or Non-Motorized:
- Intersections or End points of Designated Trail:
- Trail Designation Length:
- Start Date: __ / __ / ____

A. By signing this Agreement the Trail Adopter agrees to:

1. Attend a half day, Trails Maintenance Skills Safety and Expectations Session.
2. Periodically perform walk-through of the above-referenced trail(s) with the MERA Coordinator and/or on own.
3. Perform maintenance tasks as needed. Maintenance and/or construction will be in conformance with IMBA, Trail Solutions and/or NOHVCC, Great Trails. (Copies on file in the Parks Department Office).
4. Perform maintenance on named trail(s) including but not limited to;
 - Inspecting, cleaning and repairing drainage features such as grade reversals, rolling grade dips, and culverts.
 - Removal of trail obstructions including; logs and downed trees from the trail. Contact the MERA Coordinator if use of chainsaw is required.
 - Brushing trail corridor and sightlines.
 - Repairing trail tread, back slope, and shoulder from impacts caused by natural and manmade erosion.
 - Installing, maintaining, and repairing trail signage.
 - Inspecting and repairing manmade features such as bridges, so they are maintained in a safe condition.
 - Removing litter and any unused/abandoned construction materials.
5. Keep the MERA Coordinator informed as to the status, condition, and needs of the trail(s).
6. In addition to this agreement, Trail Adopters and volunteers are to complete and sign one Union County Release of Liability form per volunteer before work begins. Trail Adopters record all volunteer hours (trail maintenance and construction activities) of Adopters and other volunteers on an Oregon State Parks Volunteer Timesheet. Submit forms to the MERA Coordinator when project is complete.



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B. The Trail Adopter and Union County further agree and acknowledge that:

1. The recreation trail system is multiple-use allowing many of the various user groups to share trails at the same time. Adopters are expected to support this trail system use philosophy as applicable.
2. No reimbursement for the Trail Adopter's expenses is available under this agreement.
3. All trails and trail features, including MMTF's, are the property of Union County.
4. Trails covered by this Agreement may be subject to seasonal closures the enforcement of which is the responsibility of the MERA Coordinator.
5. The Trail Adopter will adhere to seasonal closures and fire regulations according to current Oregon Department of Forestry and/or Union County seasonal restrictions and shall assist with compliance by all trail maintenance participants and trail system users.
6. Failure to maintain adopted trail(s) or follow the established guidelines as outlined in this Agreement may result in replacement of the Trail Adopter and possibly the decommissioning of the trail(s) at the discretion of the MERA Coordinator.
7. The Trail Adopter and Union County understand and agree that the Trail Adopter is considered a volunteer and representative of Union County with respect to any third-party claims, suits or actions of any nature resulting from or arising out of the activities of the Trail Adopter pursuant to this Agreement.
8. The Trail Adopter will not be held responsible for the work of another's unauthorized maintenance or construction. If unauthorized maintenance or construction is observed the Trail Adopter is to report it to the MERA Coordinator immediately.

C. Additional Conditions:

1. Adopters are allowed to modify MMTF's without MERA Advisory Committee approval but the MERA Coordinator is to be notified in advance of any work other than routine maintenance. There are limits to MMTF size and difficulty, primarily in regards to their effects on user safety and potential liability.
2. Notify the MERA Coordinator of any proposed changes to trail route
3. If during a walk through it is discovered that a defect in the trail poses a risk to user safety, makes a trail impassable, or trail damage will continue if left unaddressed then the MERA Coordinator is to be notified immediately.
4. Notify the MERA Coordinator if you will be out of the area for more than three weeks and unable to address on-the-ground trail related responsibilities. Make sure you have contacted the Secondary or Alternate Trail Adopter to temporarily hand off Adoption duties.



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D. Conflict Resolution

Conflicts which exceed the ability of the affected parties to resolve on their own will be presented to the MERA Coordinator. The Coordinator will investigate the conflict to his satisfaction and render a decision of resolution. If one or both of the affected parties take exception to the Coordinator's resolution, they may appeal the decision and request that the Advisory Committee take up the matter at their next regularly scheduled meeting. The Committee will take action based on their findings. If one or both of the affected parties take exception to the Advisory Committee's decision of resolution, they may appeal the decision and request the Union County Commissioners take up the matter at their discretion. Rulings by the Commissioners are final and not subject to appeal.

E. Duration

This trail adoption becomes effective upon signature by both parties, and can be modified at any time by mutual consent. Either party may terminate this agreement by giving 30 days' written notice to the other party or at such other date as may be established by the other party.

The signatories will evaluate annually whether this trail adoption and maintenance agreement should be amended or expanded to meet the needs of both parties.

F. Termination

If concerns arise that the Trail Adopter is unable or unwilling to comply with the terms outlined in this agreement, then the MERA Coordinator will express these concerns to the volunteer with consideration to privacy and confidentiality whenever possible. If communication with the Trail Adopter does not correct the situation, then the Trail Adopter will be removed from the MERA Volunteer program and this agreement terminated. Additionally, if the Trail Adopters actions are threatening their own or other individuals' safety or welfare, they will be dismissed immediately.



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G. Certification by Adopter:

I agree with all requirements set forth in this Agreement. I understand that I am undertaking this activity voluntarily and assume all responsibilities stated herein as the Adopter. I understand there is no salary or compensation of any kind to be provided by the County for my services as a volunteer. I understand that my services are provided for the convenience of the County and may be terminated for any reasons or for no reason and at any time by the County without notice or hearing. I assume the risk of injury and any and all liability that may result by my participation as an Adopter. I hereby release, discharge, and agree not to sue the County, nor its officers, agents, or employees, for injury, death, or damage to or loss of personal property arising out of or in connection with my participation in the Activity.

Date: _____

Trail Adopter: Print Name

Trail Adopter: Signature

Physical Address: Street, City, State, Zip Code

E-mail Address:

Phone Number:

Union County MERA Coordinator:
Print Name

Union County MERA Coordinator
Signature



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RELEASE OF LIABILITY for VOLUNTEERS

Name of Volunteer: _____

I hereby release and agree not to hold liable Union County, its officers, agents, and employees from any and all claims of any kind arising from my service as a volunteer and due to the ordinary negligence of the County. I further agree to the following:

1. I acknowledge that I am a volunteer for Union County and have no expectations of compensation. I understand that Union County may, at any time, for whatever reason, decide to make changes in my assignment or terminate my relationship with the County. I understand that I may decide to sever my volunteer relationship with the County at any time, and notice of such a decision should be communicated as soon as possible to my project supervisor or the MERA Coordinator.
2. I understand and agree that while participating in this program, I am not an agent, servant, or employee of Union County and therefore will not be covered by Union County for any health, workers compensation, and death or disability benefits.
3. I agree to release and hold harmless Union County from claims of any kind that may arise out of my performance as a volunteer. I waive any right of action against Union County in consideration of being allowed to serve as a volunteer.
4. I understand and agree to abide by the policies and procedures of Union County relating to the performance of duties and responsibilities assigned to me.
5. I agree that any information I may gain through participation in Union County activities will be used by me only for my personal educational purposes, except to the extent otherwise required by law.
6. I understand and agree that, in the course of my participation as a volunteer with Union County, I may have access to keys and combinations that are confidential because of security concerns. I understand and acknowledge that I will not disclose this information or any other security-related information to any person without prior approval of my supervisor. I understand that my volunteer status will be revoked if I make improper disclosure of this or any other security-related information.
7. I understand and grant Union County, its successors, assigns, and licensees, the perpetual right to photograph, film, use and reproduce, as the County desires, photographs and videotapes taken of myself and/or my children during any volunteer activity. I understand that I will not receive any compensation for my participation or my children's participation in the photographs and videotapes and that Union County shall own the right, title, and interest to the photographs and videotapes, including the portions that contain the images and voices of myself and/or children.

I certify that I have read and understood the above agreement as the terms under which I will be allowed to participate as a volunteer with Union County. This Release of Liability form is effective for one year following signature, unless revoked in writing.

Volunteer Printed Name

Supervisor Printed Name

Volunteer Signature

Supervisor Signature

Date

Date

Signature of Parent/Legal Guardian required if Volunteer is less than 18 years of age