

**VOLUNTEER STEWARDSHIP AGREEMENT
BETWEEN
WILLIAMSON COUNTY PARKS AND RECREATION DEPARTMENT
AND
THE AUSTIN RIDGE RIDERS MOUNTAIN BIKE CLUB**

The purpose of this Volunteer Stewardship Agreement between Williamson County Parks and Recreation Department and The Austin Ridge Riders Mountain Bike Club, hereinafter referred to as the Agreement, is to establish roles and responsibilities for parties engaged in implementing mountain bike trails for public use in Williamson County Brushy Creek Regional Trail System as depicted in the attached Exhibit "A", herein after referred to as "the Trail". The Austin Ridge Riders Mountain Bike Club, a Texas non-profit corporation, is referred to herein as "ARR", and Williamson County Parks and Recreation Department acting by and through Williamson County, Texas, is hereinafter referred to as "County", agree to cooperate in the development of mountain bike trails at the Trail in accordance with the terms set out herein for the purpose of providing recreational opportunities to the public at the Trail. ARR and County may be collectively referred to herein as the "Parties" and individually referred to herein as a "Party".

I. Project Management, Trail Design and Construction

A. Project Management

1. ARR shall designate a project manager experienced in trail design, maintenance and construction to coordinate trail maintenance efforts at the Trail, ensure compliance with all requirements defined herein, and to serve as the primary point of contact for the County.
2. The County shall designate an individual for the Trail to serve as the primary point of contact for the project manager in the scheduling of trail maintenance days and other project activities.
3. Each Party shall notify the other within five (5) business days of any changes in primary point of contact designations including new contact information.

B. Trail Design

1. Trail design and maintenance shall be in accordance with International Mountain Bike Association (IMBA) sustainable trail design principles and within parameters established by the County.
2. The County may periodically inspect the Trail during construction and shall provide ongoing oversight.

C. Trail Work Days

1. Trail work days shall be scheduled in coordination with the County.

2. Prior written notification of a Trail work day is required. Five (5) day prior notification is preferred, but a minimum of twenty four (24) hours prior notification is required.

D. Volunteers

1. ARR shall recruit volunteers to participate in scheduled work days.

2. ARR shall provide instruction and guidance for volunteer trail builders in tasks including, but not limited to, corridor clearing, vegetation removal, armoring, and tread finishing.

3. ARR shall maintain a record of the number of volunteer hours worked and shall submit a summary of work activities to the County on a quarterly basis.

4. The term “volunteer” as used in this Agreement is defined as an individual working under the direction and guidance of an official ARR trail steward as part of an approved work project.

5. Each volunteer worker shall sign a Waiver of Liability prior to engaging in any type of work releasing the County from all liability for personal injury or damage to personal property incurred while participating in any of the activities described in this Agreement.

E. Signage

1. ARR will coordinate with the County to develop a signage plan for the Trail, will purchase/acquire approved signs and will install or assist with installation of the signage as needed or required by County.

2. County funding is unavailable for signage and cannot make any financial obligations for signage.

II. Trail Use and Maintenance

A. Trail Use

1. The County agrees that public use of the Trail for recreation purposes shall not be restricted unless, in the opinion of the County, such use would interfere with the proper conduct of business or lawful use of the Trail, the County chooses to apply the land upon which the Trail is located to other forms of uses or emergency or safety restrictions are imposed upon the Trail.

2. So long as the Trail remains open for public recreation purposes, the Trail shall be available for mountain biking.

3. The County reserves the right to close sections of the Trail due to environmental concerns or for other reasons as necessary. If any section of the Trail is closed, the County may, at its sole discretion, offer ARR the option to reroute the Trail subject to approval by the County.

B. Maintenance

1. ARR shall be responsible, at its sole cost, for the general maintenance of the Trail.
2. ARR shall conduct quarterly inspections of man-made structures, shall maintain a log documenting the results of the inspections and provide copies of inspection logs quarterly to the County.
3. ARR shall schedule work days to address maintenance issues as soon as problems are discovered.
4. ARR shall recruit and train volunteers to perform duties such as trimming vegetation, improving trail flow, armoring roots and creek crossings, and other tasks as necessary to keep the trail in good, usable condition.
5. ARR shall provide all tools and supplies necessary to accomplish the work, unless other arrangements have been agreed upon with the County. All materials installed on the trails shall become the property of the County.
6. ARR shall take all reasonably necessary steps to close off and reclaim unauthorized trails that develop in the vicinity of the Trail.
7. ARR will address maintenance needs for signage installed in accordance with this Agreement and will assist with repair or replacement as needed.
8. ARR will provide an annual assessment of Trail condition to the County. The assessment may include information such as trail work day summaries, vandalism or problem areas at the Trail, suggested reroutes, as well as general observations of trail usage and sustainability.
9. Materials may be stored onsite at a location specified by the County. The County shall not be responsible for loss or damage to any materials stored onsite.
10. Power tools including weed eaters, leaf blowers, and chain saws may be used by properly trained volunteers. Protective gear such as eye protection, work gloves, and leather boots shall be worn when operating power tools.
11. The County may assist with heavy equipment such as a skid loader, UTV, front end loader, etc. at the sole discretion of County provided that a particular piece of County equipment is available and suitable for the task. The County shall be responsible for operation of any County equipment. No such equipment shall be operated by any ARR volunteer.
12. ARR shall coordinate with the County for the removal and onsite disposal of unwanted construction materials or waste.

13. No new trail construction, expansion or improvements is permitted without prior coordination and approval by the County. This Agreement is only applicable to the areas depicted in the map attachment labeled Exhibit "A".

III. Special Events

1. ARR shall coordinate and obtain written approval from the County for all ARR-sponsored special events and in accordance with requirements related to such events at the Trail and as required by the County.

2. Thirty (30) days prior notification and request for approval from the County is required for all non-work type special events.

IV. Assumption of the Risks, Release of Liability, Indemnification, and Insurance

1. **Assumption of the Risks.** ARR hereby freely assumes the risks and any harm, injury or loss that may occur to ARR, its property and its volunteers, employees, agents, representatives, partners, officers, and directors that may result from participation in the activities described herein. ARR also understands that any equipment that ARR provides or may borrow from County or any County owned, real or personal property, used for the activities described herein is used or borrowed at ARR's own risk and that any such equipment or property is provided without any warranty about its condition or suitability.

2. **Release Of Liability.** ARR hereby releases County, and County's invitees, employees, agents, representatives, partners, officers, and directors (the "Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to ARR** or its property and its volunteers, employees, agents, representatives, partners, officers, directors or to any other person or to any property during the performance of this Agreement or in any way related to the activities described herein. This release includes claims for the negligence (other than as a result of County's **gross negligence**) of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Texas law does not permit to be excluded by agreement. ARR also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss or harm that occurs during the performance of this Agreement and the activities described herein.

3. **Indemnification Hold Harmless And Defense.**

A. **Personal Injury Claims.** To the fullest extent permitted by law, ARR shall indemnify, defend (with counsel of County's choosing), and hold harmless County, and County's invitees, employees, agents, representatives, partners, officers, and directors (collectively, the "**Indemnitees**") and shall assume entire responsibility and liability (other than as a result of County's **gross negligence**) for any claim or action based on or arising out of the personal injury, or death of ARR, or of any other person or entity for whose acts they may be liable, which occurred or was alleged to have occurred on the County's **property** or in connection with the performance of this Agreement or the activities described herein. ARR

hereby indemnifies the Indemnitees even to the extent that such personal injury was caused or alleged to have been caused by the sole, comparative or concurrent negligence of the strict liability of any indemnified party. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, workers compensation acts, disability benefits acts, or other employees benefit acts.

- B. Indemnification - Other Than Personal Injury Claims. To the fullest extent permitted by law, ARR shall indemnify, defend (with counsel of County's choosing), and hold harmless Indemnitees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or alleged to be resulting from the performance of this Agreement or the activities described herein, to the extent caused by the negligence, acts, errors, or omissions of ARR or anyone employed or affiliated with ARR or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by a party indemnified hereunder.
- C. In order to insure the fulfillment of the above referenced indemnity provisions, ARR hereby agrees to carry the below described insurance including Bodily Injury and Property Damage covering the indemnity agreement set forth above.

4. Insurance. ARR shall carry insurance in the types and amounts indicated in this article for the duration of the Agreement and Activity. ARR must also complete and file the declaration pages from the insurance policies with County as proof of coverage. Acceptance of the insurance policy declaration pages by the County shall not relieve or decrease the liability of ARR.

- A. ARR shall provide and maintain, until this Agreement is terminated or otherwise expires, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to County.

Workers compensation and general liability insurance including coverage for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Workers' Compensation	In accordance with statutory requirements.
General Liability	\$1.0 Million
Aggregate policy limits:	\$3.0 Million

- B. The above insurance requirements are not intended to be compounded with ARR's standing insurance policies. If ARR already have in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage.
- C. All policies provided by ARR must provide as follows:

1. that the policy shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the County;
2. that ARR's insurance shall be deemed primary with respect to any insurance or self insurance carried by County, if any, for liability arising under this Agreement;
3. that the County, its invitees, officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under this Agreement;

D. Failure to comply with any of these provisions by ARR is a breach of contract by ARR which entitles the County to declare the Agreement void if ARR does not remedy the breach immediately after receipt of notice of breach from the County.

V. Relationship of the Parties

ARR's status shall be that of a volunteer steward and not an agent, servant, employee or representative of the County in the performance of activities under this Agreement. Nothing in this Agreement shall be deemed to create or imply an agency or employment relationship between the County and ARR or any of its volunteers, employees, agents, representatives, partners, officers, and directors. In this respect, ARR acknowledges and agrees that ARR shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court. Further, ARR acknowledges and agrees that ARR and its volunteers, employees, agents, representatives, partners, officers, and directors will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, workers compensation coverage, retirement, severance, vacation, and disability) or any compensation.

VI. Term and Termination

1. Term. The term of this Agreement shall commence upon the last Party's execution hereof and shall continue thereafter in full force and effect until terminated by either Party in accordance with the terms hereof.
2. Termination for Convenience. Either Party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar days written notice to the other Party. In the event of termination, it is understood and agreed that no penalty will be assessed for either Party's termination of this Agreement for convenience.

VII. Consideration and Funding

1. Consideration. In consideration of the County's grant of permission to ARR to conduct the activities described in this Agreement, the Parties agree to the terms contained in this Agreement. Furthermore, ARR and the County acknowledge that such consideration is sufficient to support the terms, covenants and conditions of this Agreement.

2. Funding. ARR shall provide all funding necessary to conduct the activities described in this Agreement. ARR understands and acknowledges that County is not obligated to provide any funding for the Trail or the activities described in this Agreement.

VIII. Miscellaneous

1. Force Majeure. If the Party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said Party, the other Party shall grant such Party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the Party obligated to perform. To obtain release based on force majeure, the Party obligated to perform shall file a written request with the other Party.

2. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

3. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the Parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

ARR:	Austin Ridge Riders Mountain Bike Club ATTN: President P.O. Box 300014 Austin, TX 78703
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COUNTY:	Williamson County Judge Dan A. Gattis (or successor) 710 Main Street, Ste. 101 Georgetown, Texas 78626
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With copy to:	Williamson County Parks and Recreation Department
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ATTN: Director
219 Perry Mayfield
Leander, TX 78641

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Parties hereto and their respective successors and assigns.
6. Assignment. No Party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all Parties to this Agreement.
7. Compliance with Laws. Each Party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, ARR shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
8. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third Party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
9. No Waiver. The failure or delay of any Party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.
10. Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, County shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by County of such agreements shall not constitute a breach of this Agreement.
11. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, The Parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of the 16th day of December, 20 15.

AUSTIN RIDGE RIDERS MOUNTAIN BIKE CLUB,
a Texas non-profit corporation

Name: Charles Rion

Title: President

WILLIAMSON COUNTY PARKS AND RECREATION,
acting by and through Williamson County, Texas

Name: _____
Dan A. Gattis

Title: County Judge

IN WITNESS WHEREOF, The Parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of the 16th day of December, 2015.

AUSTIN RIDGE RIDERS MOUNTAIN BIKE CLUB,
a Texas non-profit corporation

Name: Charles River

Title: President

WILLIAMSON COUNTY PARKS AND RECREATION,
acting by and through Williamson County, Texas

Name: Dan A. Gattis

Title: County Judge

Exhibit "A"

