

**Policy and Agreement for Volunteer Trail Work Activity on
Public Lands Managed by the Ohio Department of Natural Resources**

The Ohio Department of Natural Resources (“ODNR”) recognizes the benefit of trail work provided by Volunteers, who also play an important role in ODNR’s efforts to plan, construct, and maintain trails. ODNR additionally appreciates the many volunteers who give their time to help serve the public during special events and education workshops along such trails.

Volunteers who partner with the ODNR to work on trails benefit from the opportunity to help shape and execute a vision for the various trail types found on ODNR managed lands throughout the state.

Together, ODNR and trail volunteers strive to serve the public through the maintenance and creation of designated recreational trails for the enjoyment of all Ohioans.

In order to participate as a trail volunteer for the ODNR and partake in all the benefits of such efforts, I (the undersigned) understand, appreciate, and agree that:

While participating in ODNR **trail volunteer activities**, I will abide by all applicable laws and regulations, including but not limited to the Ohio Revised Code, Ohio Administrative Code and any rules, regulations, directives, instructions, procedures or other requirements established by the State of Ohio and ODNR. My volunteer efforts will be in coordination with the appropriate ODNR land-holding manager (“**Manager**”) and/or Chief of the respective landholding division. ODNR land-holding divisions include State Canal Lands, Forestry, Parks & Watercraft, Natural Areas & Preserves, and Wildlife.

As a joint effort, ODNR **Managers** and volunteers understand regular communication strengthens relationships and builds trust.

Routine trail maintenance. New trail construction, Reroutes, Major repairs or replacements. Post trail-work reports

1. Routine maintenance of existing trails.

- a. **Routine Maintenance** includes but is not limited to reshaping and de-berming tread, litter removal, clearing drainages, cleaning out culverts, trimming trail corridor, removal of fallen debris, clearing deadfall trees across trail, and repainting of blazes.
- b. **Routine maintenance** by individuals or small groups does not require advance notice to the **Manager**.
- c. **Routine maintenance** by large groups (greater than 10 persons) requires pre-approval from the **Manager**. Large groups also must provide the **Manager** a work plan no less than 24 hours in advance of the workday to reduce potential conflicts with trail users and events on the trails. This plan will include a description and location of the work to be performed. Approval from the **Manager** is required before the start of the workday. The **Manager** has the authority to modify or deny the request for any reason.
- d. It is prohibited to fell live or dead trees that are greater than a 3-inch Diameter at Breast Height (DBH) without express permission from the **Manager**. No live or dead tree greater than a 3-inch DBH shall be felled during bat nesting season (April 1 to September 30).

2. New trail construction, Reroutes, Major repairs or replacements.

- a. **New Trails, Reroutes, and Major repairs or replacements** includes but is not limited to new trail construction, reroutes outside of the existing trail corridor, and major repair or replacement of trail structures such as bridges and boardwalks.
- b. **New Trails, Reroutes, and Major repairs or replacements** are prohibited without express permission by the **Manager** and/or respective land-holding division Chief.
- c. **New Trails, Reroutes, and Major repairs or replacements** proposals must be reviewed and approved by the **Manager** and immediate supervisor

d. It is prohibited to fell live or dead trees greater than a 3-inch Diameter at DBH without express permission from the **Manager**. No live or dead tree greater than a 3-inch DBH shall be felled during bat nesting season (April 1 to September 30).

3. **Post trail-work reports**

a. Timely post trail-work reports must be submitted to the **Manager**. Reports should include hours worked and projects completed

4. **Signed agreements by Individual volunteers**

a. Trail Organizations are responsible for ensuring their volunteers agree to and sign ODNR's Trail Volunteer policy. Trail Organizations are responsible for maintaining signed volunteer agreements and making them available for review if requested by ODNR.

Best Practices: Use of tools, equipment, certification, and safety protocols

5. **Use of tools and equipment.** I understand and agree that in appropriate circumstances, the **Manager** may, at his or her sole discretion, provide equipment and/or tools to use for trail-volunteer activities. I acknowledge and agree that I may use such equipment and/or tools in accordance with all instructions, best practices, rules, restrictions, conditions, and/or requirements that may be established by the **Manager**, including but not limited to the following:

a. **Power tools** are not permitted for use by volunteers, except with the express written permission of the **Manager**.

b. Permission to use a chainsaw on ODNR property will not be granted unless a volunteer can show successful completion of the **Ohio Forestry Association's chainsaw safety course** or equivalent certified training as accepted by the **Manager** or as approved by the Chief of the landholding division.

c. The **Manager** may deny or **revoke permission** to use equipment and/or tools if the manager determines that such use presents an unreasonable risk of harm to the volunteer or may lead to destruction of state property.

d. ATVs, UTVs, and powered earth-moving equipment are prohibited except with express permission by the **Manager**.

6. I acknowledge and agree that I am solely responsible for my personal health and safety, and the personal property I bring with me.

Risks, Responsibilities, and Releases

7. The risk of injury from being a trail volunteer for ODNR is significant and includes the potential for serious injury or death, and while rules, training, equipment, safety initiatives, and personal discipline may reduce this risk, risk nonetheless exists.

8. By accepting and performing any volunteer work assignment or using any tool or equipment, I agree and certify that I have all skills and training necessary to do so in a safe manner. I agree **not** to perform any volunteer work or use any tools or equipment for which I lack the necessary skills or training or for which I am otherwise unqualified or unable to perform in a safe manner.

9. I agree to use and/or wear any personal protective equipment or other clothing mandated by any applicable state or federal law, regulation, or order, or as otherwise required by the **Manager**.

10. If I observe any unusual, significant hazard during my presence at or while participating in ODNR trail volunteer activities, I will remove myself from the hazard and immediately notify ODNR personnel.

11. I KNOWINGLY and FREELY ASSUME ALL SUCH PERSONAL RISKS, both known and unknown, associated with volunteering for ODNR. Understanding the risks, I voluntarily desire to participate in ODNR trail volunteer activities.
12. I agree that I am physically capable of participating in the ODNR trail volunteer activities. If I am aware of, or under treatment for, any physical infirmity, ailment, or illness, I will obtain my healthcare provider's approval prior to participating in the ODNR trail volunteer activities.
13. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of ODNR on-site personnel or first responders, I require medical care.
14. I, on behalf of myself and my heirs, assigns, personal representatives, administrators, estate, and next of kin release the State of Ohio and ODNR, its employees, agents, representatives, and other volunteers from liability for any and all injuries, disabilities, death, losses or damages to person or property, arising directly or indirectly from or in connection with my participation in ODNR trail volunteer activities to the fullest extent permitted by law and waive my right to sue or make any demand whatsoever for any damages or losses arising directly or indirectly from, or in connection with, my participation in ODNR trail volunteer activities.
15. I understand that this Agreement does not impose any liability on me arising from the actions or omissions of others that would not otherwise exist under the law.
16. I understand that my name, image, voice, or likeness may be used in perpetuity, alone or in combination with other materials or content, by ODNR for informational, educational, and promotional purposes, among others, including but not limited to use on websites or in publications, displays, newspapers, magazines, advertisements, reports, videotapes, audiotapes, and other media. I consent to license and authorize, in advance, all such uses and waive all rights of privacy I have in connection therewith. I further understand I will not be compensated for any such use. I also agree to release ODNR from any and all liability arising out of, or connected to, the use of my name, photograph, voice, or likeness as stated above.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO ITS TERMS.

Trail Organization: _____

Signed: _____

Date: _____

Printed Name: _____