



***Friends of the Ouachita Trail***  
**Volunteer Agreement - Guest**  
(required by Ouachita National Forest and Arkansas State Parks)

**Date: September 2005**

This agreement is between the volunteer(s) named below and the non-profit organization ***Friends of the Ouachita Trail (FoOT)*** and shall remain in effect until cancelled by either party. The volunteer(s) named below agree to perform routine trail maintenance and/or help with administrative tasks, fund raising, etc. as part of a FoOT project.

**Volunteer(s):** (print name, address, telephone and/or e-mail for each volunteer)

1. Trail maintenance shall consist of routine maintenance, not requiring power tools, to include:  
Removing debris from the trail (such as small fallen limbs and rocks, etc); cutting and removing brush growing in the trail; picking up and disposing of litter; blazing; evaluation of overall trail condition, remaining work necessary, and condition of blazes.
2. Volunteer(s) shall provide their own tools for the above tasks, except in specific situations where the State Park, U.S. Forest Service (USFS) and/or FoOT agree to provide tools for a specific task.
3. Volunteers shall prepare and submit a maintenance report, provided by FoOT, indicating work accomplished, work that requires further effort by either FoOT or the USFS, and general condition of trail.
4. Volunteer(s) agree to perform this work in compliance with:
  - a. Agreement for Sponsored Voluntary Services between Friends of the Ouachita Trail and the USFS;
  - b. Maintenance guidelines provided by USFS and FoOT;
  - c. Any specific directions provided by the District Ranger and/or Arkansas State Parks.
5. Volunteer(s) shall abide by all safety instructions provided and by policies of the Ouachita National Forest. ***Chain saws will be utilized only with prior certification by the USFS and only for the removal of downed trees.***
6. Volunteer(s) agree that they are accepting this assignment freely for the sole purpose of contributing to the health of the Ouachita trail. They do not expect any compensation for this effort, either from FoOT, the USFS or the Arkansas State Parks. However, in accordance with the above mentioned agreement between FoOT and the USFS, ***the USFS will consider volunteers as federal employees for the purpose of tort claims and compensation for work injuries.***
7. Volunteer(s) understand that trail maintenance is a strenuous, inherently risky activity. They agree that they are assuming all risk associated with their involvement in this program. Participating adults assume complete responsibility for any minors accompanying them. ***If the section of trail you work is within the area managed by Pinnacle Mountain State Park, you will also be required to sign a liability waiver with the State Park.***

Understanding the above, volunteers, knowingly, and intelligently release FoOT, their officers and agents, the USFS and/or Arkansas State Parks from any and all claims (beyond those detailed above) for damages resulting from the execution of this agreement, however caused.

Signature(s)/Date:

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**Return completed agreement to: FoOT, PO Box 61, Hot Springs, AR 71902**