

Rockport Conservation Commission Policy on Maintenance within Conservation Lands

INTRODUCTION & DESCRIPTION:

The Rockport Conservation Commission manages several town-owned properties in the Town of Rockport, which are here considered “conservation lands.” Maintenance of these conservation lands is often undertaken by personnel of the Rockport Department of Public Works (DPW) as well as by volunteers and volunteer groups. Maintenance may include but not be limited to: signage (installing and upkeep of a kiosk or sign on the property), marking trails (installing and upkeep of trail markers), trail upkeep (clearing debris, trash, vegetation, etc. from impeding the safe use of the property), and structural maintenance (keeping bridges, walkways and other structures in safe working order).

Many of the conservation lands are located in wooded areas where trees fall on a regular basis and in coastal areas where coastal storms deposit materials onto the lands. The removal of these trees and coastal debris from impeding the uses of the conservation land may require the use of power tools (including, but not limited to chainsaws, weed whackers, lawn mowers, etc.).

POLICY:

With the above in mind, the use of power tools to do maintenance within conservation lands by the volunteer(s) **REQUIRES** that the volunteer(s) fill out a “Town of Rockport Recreational & Volunteers Activities Assumption of Risk, Release, Waiver of Liability and Indemnity Agreement” (see form on back of this policy) and return it to the Conservation Office ten (10) business days prior to commencement of work.

REASONING:

The above policy in regards to maintenance within conservation lands is mainly to protect the town from liability from damage to any person/persons while using power tools to maintain conservation lands.

For further information, please contact:

Conservation Agent
Rockport Conservation Commission
34 Broadway
Rockport, MA 01966
Phone: 978-546-5005
FAX: 978-546-5013
Website: www.Rockportma.gov

**TOWN OF ROCKPORT
RECREATIONAL AND VOLUNTEERS ACTIVITIES
ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT**

I, the undersigned do hereby consent to my participation in voluntary or recreation programs of the Town of Rockport, understand that such activities may include use of tools, heavy exertion and other physical activities that could cause personal injuries, property damage or even result in death. I represent that I am qualified and in good health and proper physical condition to participate in such activities. I acknowledge that such activities may take place in areas that have hazards and that if I believe any conditions to be unsafe, I will immediately discontinue participation in such activity.

I also agree to forever release the Town of Rockport and all its officers, employees, agents, site contractors, volunteers and any and all individuals, government agencies and organizations assisting or participating in any voluntary or recreation programs of the Town of Rockport (“the Releasees”) from any and all claims, rights of action and cases of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries or death to myself or property damage resulting from my participation in the Town of Rockport voluntary activities or recreation programs.

I also promise not to sue and to indemnify, defend, and hold harmless the Releasees against any liability and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries to myself or property damage resulting from participation in the Town of Rockport voluntary activities or recreation programs including payment of litigation expenses and attorneys fees. I further agree that if anyone sues on my behalf, I will also indemnify, defend and hold harmless the Releasees against any and all such liability and legal claims including litigation expenses and attorney fees.

I further affirm that I have read this Consent and Release Form and that I understand the contents of this Form. I understand that my participation is voluntary and that I am free to choose not to participate in said programs. By signing this Form, I affirm that I have decided to participate in the Town of Rockport’s activities as a volunteer or in its recreation programs with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage that I may suffer in voluntary activities of the Town of Rockport or recreation programs.

Printed Name

Signature

Date

Address