

## USE AGREEMENT (MINIMAL IMPACT)

**Name of Park Area: Northern area of Patapsco Valley State Park**

**Name of Manager/DNR Contact: Joe Vogelpohl**

**Telephone Number of DNR Contact: 410-461-5005**

This Use Agreement ("Agreement") is made this 10th day of May, 2013, between the State of Maryland, Department of Natural Resources ("DNR") and Adventures for the Cure ("Licensee") with an address/telephone/contact person as follows: 5828 Richardson mens square, Halethorpe, MD 21227 – 443-823-0819 – Adam Driscoll.

1. Term. This Agreement is for July 7th 2013.

2. Use. The Licensee may have access to and use of the natural resources owned and managed by DNR within locations as noted for the following purpose: To host the Patapsco 100 Mountain Bike Race within the Northern area of Patapsco Valley State Park, map included. The area will be open at 4:00am to allow for set up. There will be three separate races using the same course. The 100 mile race will start at 0630, the 66 mile race will start at 0645 and the 33 mile race will start at 0700? Laps will take anywhere from 3.5 to 5hr. No participant will be allowed to start their final lap after 1530.

All shelters in the Pickall area have been reserved for this event and will be used by the licensee.

Prior to the race the licensee will check the trails to make sure they are free of hazards. All possible hazards will be reported to the park and handled at the discretion of park management.

Inclement weather: Park management reserves the right to cancel the race if safety is a concern, or if weather conditions are hazardous. In general, the race will go on unless there has been more than a 1/2 inch of rain within 24 hours.

A rain date has been set for September 15<sup>th</sup> 2013

To be given to the duty ranger by 0530hr on the day of the race

- ☐ A radio for communication to keep until the end of the race.
- ☐ A map of the course with any changes or request for changes along with the location of event HQ and EMS station.
- ☐ A list of contact with radio identifiers as well as 3 cell phone numbers along with their names and titles during the event.

All signage including ribbons, arrows, and cones will be put up the day of, or 3 days before and maintained by the race coordinators. No ribbons will be hanging in the wind longer then 6" directing racers. All signage within the day use area of Pickall will be put up no early then the day of the race.

All signage will be removed within three days after the race, the Daniels area will be removed first along with the day use area of Pickall.

No trails will be closed to park users, however all park patrons will be notified of event. Signs will be placed up notifying future park patrons of this event 4 weeks prior to the event. Licensee will notify park staff if any of these signs go missing.

Park staff will provided signs at the licensee request and the licensee will post signs, maintain signs and then remove all signs by the end of July 10<sup>th</sup> 2013.

The race will utilize some of the park road within Pickall. Licensee is responsible for marking off race traffic vs. vehicle/ traffic in these areas.

Licensee is responsible for coordinating all vehicle, bike and spectator traffic within the park and outside the park.

The race will also utilize some public road and the licensee agrees to have all appropriate approvals from all/any state, county, or local government agencies to conduct their race on said day. If approvals are not received before the race the event will be canceled.

There will be no less than 4 race workers patrolling the course, and also stationed at fixed locations along the course, to monitor racers and to report medical emergencies. Each of these workers will be First Aid certified. They will also carry radios or phones to report to the race directors.

Professional EMS will be hired to be at the race and will be on call for any emergency within the race.

A "Honda Generator" or low noise generator may be used to assist in race operations. A sound system for race announcements and music within the Pickall area is allowed.

A list of fees for this event is attached in the amount of 3,862.80.

Full payment must be received July 7<sup>th</sup> or the event will be canceled.

Alcohol permit is granted with this use agreement, however all alcoholic beverages must be kept and consumed within a shelter.

There is an expectation that 300 people will be participating in the event, with a maximum number of 350.

Pre approved vendor(s) are allowed to sell food and drink, services to participants, volunteers and spectators of the event. All food vendors must have all required food permits to serve and sell food within the county of Baltimore.

Event staff or licensee will be in charge of coordinating parking. In the event of overflow, one side of the road just past the interstate 70 overpass is allowed (two tires on grass and two on pavement.)

Break down and clean up will be finished by 10pm on the day of the race.

Within three days after the race, the licensee will coordinate with park management to schedule a Trail work day. The work day will consist of at least 60 hours of volunteer service to fix or improve trail conditions within the other northern area of the park as directed by park management.

Refunds: no refund will be given in the event the race is canceled however an alternative date may be issued at the managers discretion.

The Licensee's use agreement is to permit the licensee to visit certain state property for a particular purpose and is non-exclusive. DNR and its employees, contractors, agents and invitees shall have the continued use of the State's natural resources as DNR determines appropriate.

3. Staffing. The Licensee shall staff the Project with the Licensee's employees, volunteers, students, and/or agents. Any such employees are not employees or agents of DNR or the State of Maryland, and the Licensee is responsible for salaries, expenses, worker's compensation insurance and taxes due to such employees or owed to any governmental agency on their behalf.

4. Compliance with Laws. The Licensee shall comply with all federal, state and local laws and regulations applicable to the Project to be conducted by Licensee under this Agreement to include obtaining any necessary permits or licenses required for the collection or study of threatened or endangered species. The Licensee agrees that it shall comply with the provisions of Title 7 of the Civil Rights Act of 1964 and that it will not discriminate against any person on the basis of race, color, sex, religion or national origin. No person shall be denied the benefits of or be excluded from participation in Licensee's Project based on race, color, sex, religion or national

origin in accordance with the provisions of Article 49(a) of the Annotated Code of Maryland (1998 Rep. Vol.).

5. Research/Collection Information or Data. The Licensee shall keep adequate records of the Project and use of the State's natural resources for a period of three (3) years after the termination of this Agreement. The Licensee shall provide to DNR two (2) copies of any published or unpublished data or reports upon completion of the document.

6. Commercial Use. DNR may charge an \_\_\_\_\_ administrative fee for commercial uses.

7. Assignment. The licensee may not assign this Agreement or any of the rights or obligations hereunder. It is a license personal to Licensee.

8. Indemnification. The Licensee shall be responsible for, and shall defend, indemnify and hold harmless DNR, the State of Maryland and its employees, officers, and agents against and from any and all liability or claim of liability for personal injury, death or property damage (including reasonable attorneys' fees) arising out of the use, occupancy, conduct, operation or management of the Project by the Licensee or its agents, contractors, servants, employees, licensees, or invitees, even if the injury does not become apparent or does not manifest until after expiration of this Agreement.

9. Insurance. Licensee shall, at no cost to DNR, carry public liability insurance in which DNR, the State of Maryland and Licensee are named as insured, in an amount not less than a combined single limit of One Million and 00/100 Dollars (\$1,000,000), for bodily injury (including death) and damage to property occurring in connection with Section 8. above.

10. Termination. This Agreement may be terminated by DNR, in whole or in part, whenever DNR determines that such termination is in the best interest of the State. In addition, in the event the Licensee breaches this Agreement, DNR may immediately terminate the Agreement for default or at its sole discretion, allow the Licensee time to take corrective action to cure the default. DNR shall have the right to pursue any and all remedies against the Licensee at law or in equity.

11. Construction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Maryland.

The parties have executed this Agreement as of the day and year first above written.

DEPARTMENT OF NATURAL  
RESOURCES

LICENSEE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name:  
Park Manager:

Name:  
Title (if corporation):

Approved as to form and legal sufficiency (orig. July 2000)

Office of the Attorney General