

SUPERIOR HIKING TRAIL ASSOCIATION MAINTENANCE VOLUNTEER LIABILITY WAIVER AGREEMENT

I understand that by volunteering to do maintenance work for the Superior Hiking Trail Association (SHTA) I may be participating in any or all of the following activities: clearing windfall and deadfall; brushing; building and repairing steps, bridges, shelters, treadways; repairing trail erosion; cleaning campsites; and other similar activities. I may also be participating in camp activities, including cooking and dish washing.

I understand that there is a possibility of personal injury in connection with volunteer trail maintenance activities and that due to the remote nature of the Superior Hiking Trail, medical assistance and evacuation could be delayed. I am an adult and have read and understood this Waiver of Liability Agreement. If I am a minor or a person under disability, then both I, and my parent or guardian, have executed this Agreement. I acknowledge that such trail maintenance activities involve hazardous conditions and hazardous activities that could involve serious personal injury or even death. Such dangers include damages from the weather, from animals, from insects, from being in the wilderness, from other persons doing work, including the use of hand and power tools, cutting down and moving trees and brush, and other hazards associated with being in the wilderness and performing trail maintenance and construction in the wilderness. I acknowledge these risks and assume those risks.

I am performing these activities purely as an uncompensated volunteer, and I can decline to participate in any activities and can stop performing any activities at any time, if I choose to do so.

I understand that in connection with these volunteer maintenance activities there are times when I may be working alone. I understand that I may be using hand tools including but not limited to: shovels, picks, hammers, rakes, hoes and bow saws. I understand that I may be working around other people using various power tools including chainsaws, brush saws, weed whips, and mowers. I understand that in camp activities, I may be using gas or electric stoves, griddles, and grills.

I understand it is the policy of the Superior Hiking Trail Association to require appropriate protective gear be worn for all work on the Superior Hiking Trail.

I understand and accept the risks inherent in trail maintenance and camp-related activity and expressly waive all claims against SHTA and release SHTA from any and all liability for damage or injury to myself or my property. I accept the full responsibility for any and all damage or injury of any kind to myself or my property that may result from my activity.

I give my permission to be photographed/filmed and have my image used by SHTA and their partner agencies without royalty or compensation.

I acknowledge that I am working purely as a volunteer for SHTA. I am not required to do any work whatsoever as a Volunteer. I am not required to use power tools. Any work that I do, and any tools which I use, are purely at my own choice. I can decline to work and decline to use power tools at any time.

USE OF POWER TOOLS

I recognize that power tools are dangerous. Their use can involve the risk of serious bodily injury or even death to myself or others. If I use power tools, I will use proper protective equipment and clothing, including but not limited to: safety glasses, gloves, appropriate footwear, a hard hat, hearing protectors, and such clothing or protective clothing as may be appropriate. I also agree to use such protective equipment if I am assisting others who are using power tools or if I am around others who are using power tools. If I decline to use any of such protective equipment or clothing, this is purely at my own choice.

I acknowledge that I either must have sufficient prior training and experience with power tools to operate them on my own without instruction, or that I must receive operation instruction from SHTA prior to operating any power tools. SHTA will not provide instruction on the use of chainsaws. Sawyers must be certified by the U.S. Forest Service or other qualified certifying entity to use a chainsaw on the Superior Hiking Trail. Power tools that may be used during trail maintenance include, but are not limited to, weed whips, power brush cutters, gas powered drills, and motorized toters.

I understand and accept all the risks inherent in the use of power tools and equipment. I expressly waive all claims against SHTA and release SHTA from any and all liability for damage or injury to myself or my property resulting from my use of power tools. I accept the full responsibility for any and all damage or injury to myself or my property that may result from my use of power tools.

I have read and understand the terms of the above SHTA Maintenance Volunteer Waiver Agreement and Liability Waiver for Use of Power Tools. This Agreement is valid until it is changed or withdrawn.

| Date | |
|--|---|
| Name | - |
| Address | |
| City, State, ZIP | |
| Telephone | - |
| E-Mail | |
| Signature of Volunteer | |
| Signature of Parent or Legal Guardian for volunteer under age 18 | |

04/15/2023