

Mountain Bike Trail Adoption Agreement



between the

[name of Land Manager]

AND

[name of organisation]

[Date]

[Insert logos here]

1. Introduction

This Mountain Bike Trail Adoption Agreement is a document to formalise a partnership between [name of organisation] and the [name of land manager].

2. Name and Location of Adoption Area

<i>Name and Location of Adoption Area</i>	
Adoption Name	
Organisation Name	
District / Area	
Volunteer Project No.	
Reserve Name (s)	
Land Tenure(s)	

3. Term

<i>Term</i>	
Term	
Start date	
Term [X years]	
Finish Date	

4. Key Contact Details

<i>Mountain Bike Group</i>		
Organisation		
Contact/s		
Position		
Phone	Mobile	Email

<i>Land Manager</i>		
District / Area		
Contact/s		
Position		
Phone	Mobile	Email

Copies of the completed adoption are to be sent to relevant stakeholders and listed below.

5. Adoption Objectives

The objectives of this adoption agreement are:

- Define the roles and responsibilities of each party
- Foster the highest levels of cooperation between [Land Manager] and [Mountain Bike group] to ensure the sustainable management of [insert name] trail(s)
- Maintain and improve the [insert name] trail(s), to standards agreed and required by [Land Manager] and other relevant authorities, with regard to;
 - » Rider health and safety
 - » Environmental protection
 - » Promotion of the activity and user satisfaction
 - » Shared use (where applicable)
- Promote the partnership between [Land Manager] and [Mountain Bike group].
- Promote an active lifestyle and an appreciation of the natural environment.
- Reduce the incidence of unsanctioned/unauthorised trail building.
- [insert any extra objectives]

6. Communication and Reporting

[Land Manager] will:

- Nominate a specific staff member to be the 'Adoption Liaison Officer' between [Land Manager] and the [mountain bike group].
- Ensure agreed maintenance works are approved and included in the local works schedule.
- Approve the group's maintenance plan or provide feedback within a reasonable timeframe.
- Establish and maintain two-way communications and ensure that the [mountain bike group] are advised of any changes that are likely to impact on the adoption activities.
- Provide maintenance standards, technical advice, guidance and inspection as may be required during the adoption.
- Promote the work of the [mountain bike group] in departmental publications, visitor information and interpretive materials, media press releases and through the department's website as appropriate.
- [insert further agreed communication and reporting standards/conditions as required]

[Mountain bike group] will:

- Nominate a member to be the 'Adoption Liaison Officer' between [Land Manager] and the [mountain bike group].
- Complete all necessary documentation and obtain approval from the [Land Manager] 'Adoption Liaison Officer' prior to implementation of any works on [Land Manager] lands.
- Provide the [Land Manager] 'Adoption Liaison Officer' with a maintenance plan for approval before the beginning of each maintenance season.
- Advise the [Land Manager] 'Adoption Liaison Officer' or their nominated representative 14 days in advance of any planned trail maintenance.
- Provide a report to [Land Manager] 'Adoption Liaison Officer' at the end of each period of works.
- Notify the [Land Manager] 'Adoption Liaison Officer' of any incidents or complaints received from general members of the public.

- Encourage safe and courteous public use; actively promote Leave No Trace minimal impact use of [Land Manager]-managed land.
- Serve as ambassadors for the [mountain bike group] and encourage cooperation with all other recreation groups and users.
- Promote sustainable trail development and trail riding practices.
 - » [insert further agreed communication and reporting standards/conditions as required]

Both parties will:

- Ensure all communication will be between the nominated 'Adoption Liaison Officers' provided in Section 4.
- Work together to develop an annual maintenance plan, seek funding and facilitate the works on [insert name] trail(s).
- Notify the other party should their 'Adoption Liaison Officer' be unavailable for more than two weeks and provide the other party with interim contact details.
- Ensure the nominated representatives (Section 4) will meet at least four (4) times per year to plan and review agreed maintenance and improvement works.
- The dispute resolution: Any disputes that arise will be dealt with constructively and in the spirit of this Agreement. If the dispute cannot be resolved at a local level within 14 days, then it shall be referred to the respective Chair/President of the [Mountain bike group] and the relevant [Land Manager] Manager for resolution.
- In the unlikely event that a dispute cannot be resolved, then any of the affected parties may withdraw from the Adoption Agreement in writing.
- Review their Adoption agreement prior to its completion.
- [insert further agreed communication and reporting structure as required]

7. Health and Safety

[Land Manager] will:

- Provide a copy of the [Land Manager] code of conduct and relevant volunteer hours forms.
- Provide departmental volunteer orientation and safety induction to the [Mountain Bike Group] and its members that reflect the nature of the volunteer activities prior to any works commencing.
- Provide appropriate policy, guidelines, regulations and forms pertaining to volunteering on [Land Manager]-managed lands.
- Ensure that completed 'Volunteer Registration' forms are submitted to [Land Manager].
- [insert any further Health and Safety standards/conditions]

[Mountain Bike Group] will:

- Officially register participating [Mountain bike group] members as volunteers under the [Land Manager] Community Involvement Program.
- Ensure all volunteers have read and adhere to the department's code of conduct.
- Ensure that completed 'Volunteer Registration' forms are submitted to the [Land Manager] 'Adoption Liaison Officer'.
- Carry out only agreed works as documented in accordance with the Adoption Agreement and associated plans.
- Immediately notify the relevant [Land Manager] 'Adoption Liaison Officer' or their nominated representative of any injuries, accidents or near misses that occur during any maintenance work.
- Abide by all safety inductions and directions as part of the adoption. Volunteer workers are covered by the [insert relevant health and safety act and regulation].

- Abide by any special conditions, terms, policies or regulations that have been set by the [Land Manager] for the adoption (e.g. Emergency closures, trail or area closures - dieback risk, fires, floods etc.) and operational hazards (harvesting, prescribed burning etc.).
 - » Encourage all volunteers to have formalised first aid training and carry a comprehensive first aid kit.
 - » Comply with the [insert relevant road and traffic legislation].
 - » [insert any further Health and Safety standards/conditions]

8. General Conditions

[Land Manager] will:

- Provide a list of approved maintenance works that the Mountain Bike group can undertake without approval.
- Provide maintenance standards
- Provide the [Land Manager] Community Trail Sponsorship guidelines (where relevant)

[Mountain Bike Group] will:

- Not undertake any unapproved trail work.
- Not expect financial reimbursement for expenses occurred during track maintenance work.
- Not attempt to enforce any laws while on [Land Manager]-managed lands, unless duly authorised. However, may report details on perceived incidents.
- Follow the [Land Manager] event application process prior to holding or promoting any potential events.
- Follow the [Land Manager] sponsorship guidelines and submit their prospectus for review prior to advertising for sponsors.

All parties will:

- Adhere to the Australian Mountain Bike Trail Guidelines.
- Where appropriate jointly seek funding for project resources and training opportunities.
- Follow the agreed [Land Manager] Incident or Risk Management procedures. ([Land Manager] to provide)
- Bear their own costs of administration and management of activities undertaken in support of the Adoption Agreement however may identify and implement those projects that the parties have agreed to jointly fund.
- Agree that the adoptee will not have exclusive use of any land or facility and will not represent themselves as an agent of [Land Manager] or in any way purport to act on or behalf of the department.