

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNIVERSITY OF VIRGINIA  
AND THE  
CHARLOTTESVILLE AREA MOUNTAIN BIKE CLUB**

This Memorandum of Understanding (“MOU”) is made on \_\_\_\_\_, 20\_\_ and entered into between the Rector and Visitors of the University of Virginia (the “University”) and the Charlottesville Area Mountain Bike Club (“CAMBC”) (collectively, the “Parties”).

**I. PURPOSE**

WHEREAS, CAMBC, an International Mountain Bicycling Association affiliated club, is a 501(c)(3), non-profit organization that exists to educate the community about mountain bicycling and to promote the construction and maintenance of safe, fun and sustainable trail systems; and

WHEREAS, mountain bicycling has been shown to be a wholesome and popular recreational choice for the citizens of Virginia; and

WHEREAS, the University provides public access for educational and recreational purposes to certain University-owned property, such as Observatory Hill, which is currently in its natural state; and

WHEREAS, the University wishes to facilitate and encourage public educational, recreational and fitness activities; and

WHEREAS, the University acknowledges CAMBC’s desire to provide maintenance and construction services, including volunteer labor and funds, which promote mountain bicycling and related outdoor activities; and

WHEREAS, the University wishes to grant permission to CAMBC to construct, maintain, and repair bike trails, subject to certain provisions set forth herein; and

NOW, THEREFORE, the Parties hereby agree to cooperate in the development of trails for the purpose of providing the public with recreational opportunities for mountain bicycling on the lands owned by the University, as follows:

**II. THE UNIVERSITY**

The University hereby grants permission to CAMBC to construct, maintain, and repair bike trails on Observatory Hill in accordance with applicable safety standards.

### **III. CAMBC**

CAMBC shall:

A. Coordinate its activities with the University's Chief Facilities Officer or designee as outlined below:

1. Pre-authorization of maintenance activities shall be required if work includes moderate to major trail re-routes, new trail construction, and/or use of heavy equipment.

2. Clearing downfallen trees blocking trails will be permitted without pre-authorization provided: (1) downfall is not hung up and is not elevated above waist height, (2) downfall is not larger than 18" diameter, and (3) work is performed by qualified saw operators and normal and customary safety procedures (to include wearing of appropriate safety equipment) are followed. Should downfall exceed these limits, CAMBC shall contact the University, as set forth below, to obtain authorization.

3. All other forms of trail maintenance that are considered normal and customary for keeping rustic trails open and safe for use are hereby authorized without prior authorization or approval.

4. CAMBC understands that Observatory Hill is currently in its natural vegetated state and requires no special oversight by the University. CAMBC agrees to provide reasonable monitoring of the bike trails and to report any unusual or hazardous conditions to the University's Chief Facilities Officer.

5. To the extent practicable, CAMBC agrees to alert its members and third parties who participate in CAMBC events, in writing, of any hazards or dangers inherent in mountain biking and to inform them that by using the trails, they assume these risks.

B. Require that any contractors retained by CAMBC to perform any work on the University property shall provide proof of adequate liability, worker's compensation insurance, and automobile insurance.

C. Save, defend, hold harmless and indemnify the Commonwealth of Virginia, the University and all of its officials, agents and employees from and against any and all suits, actions or claims, loss, damage, injury, cost (including court costs and attorneys fees), liability or exposure, however caused, resulting from or arising out of, or in any way connected with activities conducted by CAMBC.

D. Abide by all University youth protection policies (<https://youthprotection.virginia.edu/policies>), when CAMBC events and activities occur on University property and involve participation by minors.

**IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:**

A. The principal contacts for this agreement are:

Mr. Donald Sundgren  
Associate Vice President and  
Chief Facilities Officer  
University of Virginia  
PO Box 400726  
Charlottesville, VA 22904

Mr. David Stackhouse  
President, Charlottesville Area Mountain Bike Club  
1581 Thornridge Way  
Charlottesville, VA 22911

If the principal contact for either Party changes, it shall notify the other Party, in writing.

B. Sovereign Immunity. As an educational institution of the Commonwealth of Virginia, the University is entitled to sovereign immunity under the laws of the Commonwealth of Virginia. This MOU in no way waives, limits or otherwise affects the sovereign immunity of the Commonwealth of Virginia, the University or their officers, employees or agents.

C. Insurance. During the term of this agreement, CAMBC shall maintain commercial general liability insurance with an insurer licensed to do business in Virginia in an amount not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate limit to cover its activities, to include premises/operations, personal injury, and products/completed operations. The University shall be named as an additional insured (not just a “certificate holder”) using the following: The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees and agents. A valid certificate of insurance evidencing the same must be delivered to the University, in a form satisfactory to the University, before permission granted herein can become effective.

D. Non Fund-Obligating or Legally Enforceable Document. This MOU is not intended to be a legally binding or enforceable document, and does not create any legal, financial, funding or other fiscal obligations of any kind on the participants. The intent of this MOU is to express mutual understanding in the areas outlined herein, and nothing in this MOU will be construed as affecting the legal authority of the participants or to require any of the participants to obligate or expend funds or commit any acts of any kind that could be construed as legally enforceable.

E. Relationship of Parties. Nothing in this MOU is intended to be, or shall be, construed as in any way creating, establishing or conferring any right upon any Party to act as an agent or representative of the other Party, or creating liabilities or obligations for one another, for any purpose or in any manner whatsoever.

F. Modification. The Parties may amend or modify this MOU by signed writing.

G. Commencement/Expiration Date. This MOU becomes effective upon signature by all Parties. Each Party reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days' written notice.

H. Termination. Either Party may terminate the MOU in whole, or in part, at any time for convenience or any other reason by sending written notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

By: \_\_\_\_\_ Date: \_\_\_\_\_

Donald Sundgren  
Associate Vice President and Chief Facilities Officer

CHARLOTTESVILLE AREA MOUNTAIN BIKE CLUB

By:

\_\_\_\_\_ Date: \_\_\_\_\_

Director

\_\_\_\_\_ Date: \_\_\_\_\_

Director

\_\_\_\_\_ Date: \_\_\_\_\_

Director

\_\_\_\_\_ Date: \_\_\_\_\_

Director

\_\_\_\_\_ Date: \_\_\_\_\_

Director