

**Memorandum of Understanding
Between the Effingham County, Georgia and the Georgia Hi-Lo Trail, Inc.**

Purpose

The purpose of this MOU is to establish a framework of cooperation upon which mutually beneficial Kids Bike League program may be planned and accomplished by Effingham County, Georgia and the Georgia Hi-Lo Trail, Inc. working cooperatively to provide safe bicycling opportunities to the citizens of Effingham County. Such programs and activities will complement Effingham County and are in best interest of the public.

Introduction

Effingham County [and Effingham County Parks & Recreation Department] are responsible for natural resource management on multiple city owned properties in Effingham County. All hiking and mountain biking trail opportunities fall under the direction of the Effingham County [and Effingham County Parks & Recreation Department].

Effingham County shall:

1. Make available opportunities for the furtherance of this MOU, subject to applicable County laws, regulations, and management direction.
2. Provide access to the Pineora Ball Park located at 310 Honey Ridge Road Road, Guyton, Georgia for use by the Georgia Hi-Lo Trail to operate our Kids Bike League mountain bicycling programming starting June of 2022.
3. Provide access to the Pineora Ball Park during the following times for operation of Kids Bike League programming:
 - a. Prior to Kids Bike League starting in May 2022 so that SEGA SORBA volunteers, who are supporting the Kids Bike League program sites, may ready the site for summer camp by clearing existing trails of debris.
 - b. During the week of June 20 through June 24, 2022 so that we may operate Kids Bike League. We will need access to the site beginning at 7:30 a.m. each morning and will leave by 9 p.m. during this week of summer camp.
 - c. During ongoing monthly trail work days and ride days one Saturday per month starting in July 2022.
 - d. During winter session of Kids Bike League, which will be the weeks of December 19 and December 26, but not on federal or state holidays.
4. Provide Effingham County information relating to all Kids Bike League programming on the County's properties.

Georgia Hi-Lo Trail shall:

1. Work with Hi-Lo SORBA to provide technical assistance and volunteer labor to the land managers involved in work projects and mountain bicycling opportunities. This is to include construction and maintenance of the trail and management suggestions during and after the trails are completed.
2. Provide insurance for Kids Bike League programming. See Certificate of Liability Insurance with Effingham County added as additional insured (Attachment A).

3. Require all participants, volunteers, coaches or spectators of Kids Bike League sign a USA Cycling ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE waiver. See waiver (Attachment B).

It is mutually agreed and understood by and between said parties that:

1. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.
2. This MOU may be modified or amended upon written consent of both parties or may be terminated with 60-day written notice of either party.
3. Nothing in this memorandum shall obligate Effingham County to the Georgia Hi-Lo Trail to expend appropriations or to enter in any contract or other obligation.
4. The cooperators shall comply with all Federal Statutes relating to non-discrimination and all applicable requirements of all Federal laws, executive orders, regulations, and policies. These include but are not limited to (a) Title IV of the Civil Rights Act of 1964 (40 U.S.C. 2000), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683), which prohibits discrimination on basis of sex.
5. The principle contacts for this agreement are:

Mary Charles Howard, Executive Director
Georgia Hi-Lo Trail, Inc.



4/28/22

Signature

Date

Wesley Corbitt,
Chairman,
Effingham County Board of Commissioners

Signature

Date

_____, Director
Parks & Recreation Department
Effingham County, Georgia

Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Fairly Consulting Group, LLC
1800 S. Washington, Suite 400
Amarillo, TX 79102
CONTACT NAME: Fairly Group Certificates
PHONE: (A/C, No, Ext):
FAX: (A/C, No):
E-MAIL ADDRESS: certs@fairlygroup.com
INSURER(S) AFFORDING COVERAGE: HDI Global Specialty SE
INSURED: USA Cycling, Inc.
210 USA Cycling Point
Colorado Springs, CO 80919

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 2022-5525
RMGL 03 09 02 18 SCHEDULE OF NAMED INSUREDS: Event Organizers and/or Promoters are Named Insureds.
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between a named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER: Effingham County
310 Honey Ridge Road
Guyton, GA 31312
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Fairly Consulting Group, LLC		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:
(4/2013).**

**Event Number: 2022-5525
Event Name: Kids Bike League - Effingham County
Event Location: Guyton, GA
Event Date(s): 06/24/2022, 06/21/2022, 06/22/2022, 06/20/2022, 06/23/2022**

Attachment A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you have agreed to include as an additional insured under an insured contract provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment B

USA Cycling ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

In consideration of USA Cycling (USAC) allowing me to participate in a USAC sanctioned event, and all activities related to or connected with an event, including travel to and from an event (collectively an "Event"), whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

1. Assumption of Risk. I am aware that cycling and/or participation in an Event, involve inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with man-made and natural jumps; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in an Event is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my actions, inactions or negligence, and also from the actions, inactions or negligence of others.

2. Release of Liability. I hereby forever release, waive, and discharge USAC, USA Cycling Development Foundation and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, sponsors and affiliates as well as the UCI, sponsors, organizers, property owners, law

Attachment B

enforcement agencies, local governments, and other public entities, connected with an Event, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from any claims that may arise out of or are related to my participation in an Event, including claims arising from the ordinary negligence of Releasees.

3. Covenant Not to Sue and Indemnity Agreement. I will not make any claim against Releasees for injury, damage, death, or any other loss arising from or related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this agreement, Releasees may seek to recover all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.

4. Health. I represent that I am in good health and proper physical condition to participate in an Event safely. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my well-being at all times while participating in an Event. If I suffer any injury related to or arising from an Event, I consent to the release of my name and medical information by any third party to Releasees and their insurance carriers.

5. Rules; Regulations; Equipment. I agree to be familiar with and abide by the rules and regulations established for an Event. I also agree that I am subject to, and shall abide by, the competitive rules, regulations, policies, and Code of Conduct adopted by USAC as amended from time to time and published at

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www.usacycling.org. I agree to be familiar with the Event course. I agree to ride and participate to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I will wear a helmet that complies with USAC rules and regulations, and I assume all responsibility for the selection of such a helmet.

6. Anti-doping. I understand and agree that the UCI Anti-Doping Rules and U.S. Anti-Doping Agency (USADA) Protocol apply to me. I agree to submit to drug testing. If it is determined I may have committed an anti-doping rule violation, I agree to submit to the results management authority and processes of USADA or the results management authority of the UCI and my national federation. I agree that arbitration is my exclusive remedy under the above rules.

7. Use of Information. I understand that USAC may collect or receive my contact information in connection with this agreement, and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that (a) USAC and its designees may share this information with third parties who need access to this information to perform services on USAC's behalf, (b) USAC may also share this information with select marketing partners, and (c) USAC and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

8. Media Grant. I irrevocably grant and license to USAC and its affiliates, the right to capture and use my image, likeness, name, voice, comments or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, for all purposes, including any commercial use so long as such use

Attachment B

does not imply my endorsement of any company, product or service.

9. Governing Law; Jurisdiction; Severability. This agreement shall be governed by and construed under the laws of Colorado, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the federal court located in Denver, Colorado, or state courts located in Colorado Springs and El Paso County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.