

SECTION 804 USE OF ADAMS FARM POLICY AND PROCEDURES

The purpose of the policy is to create a guideline for interested groups/parties for the use of the town owned property, "Adams Farm".

Any group/party interested in using the property at Adams Farm must first request approval from the Adams Farm Committee through the Board of Selectmen's office using the attached application. A copy of this application shall be forwarded by the Board of Selectmen to the appropriate Town officials. The applicant shall obtain approval from the Police and Fire Departments for comment. This request, accompanied by the recommendation of the Adams Farm Committee will be forwarded to the Board of Selectmen who shall have the final approval for any use. It shall be the responsibility of the Adams Farm Committee to keep a schedule and advise the Board of Selectmen on a quarterly basis of upcoming events.

Should the group/party desire approval for a series of uses or an annual or recurring use of the Adams Farm Property this must be stipulated within the application and upon receipt of the recommendation of the Adams Farm Committee the Board of Selectmen may grant series, and/or reoccurring use through onetime approval. The Board of Selectmen must approve all events/uses regardless of whether or not the applicant has received prior approval from the Board of Selectmen for an event/use. Please note: the Adams Farm Committee must make a recommendation to the Board of Selectmen whether to give approval for each event. It will be the responsibility of the Adams Farm Committee to inform the Board of Selectmen of the Committee's approval of prior use and to work with applicants to create a workable schedule.

It shall be the responsibility of any party seeking to use the property to adhere to the regulations for use of Adams Farm. The following uses are strictly prohibited:

1. Hunting & Animal traps
2. Unauthorized motorized vehicles, including but not limited to cars, trucks, tractors, 4 wheel drive vehicles, any type of All terrain vehicle, motorcycles, trail bikes, or snowmobiles.
3. Alcoholic beverages & illegal substances of any type
4. Open fires; Including Grills and Fire Pits (unless granted permission by the Walpole Fire Department and if applicable the Board of Health)
5. use of firearms, other weapons, explosives, or projectiles. (Unless approved by the Walpole Police Department)
6. Dumping & littering(Clean up the site you are using)
7. Disturbing, removing cutting, or otherwise causing damage to a natural feature, sign, trail, markers, poster, barrier, building or other property.
8. Damage to crops and/or fields used for agricultural purposes
9. Camping (Unless granted permission by appropriate Town officials)
10. Conduct which disturbs the tranquility of Adams Farm, our neighbors privacy or enjoyment of this property by others and any illegal action under the law of the Commonwealth of Massachusetts or Walpole By

Laws.

The following uses are **permitted**:

1. Dogs must be leashed at all times. Ensure that your pet does not interfere with others enjoyment of the property. Owners must pickup any waste left by their animals.
2. Mountain bikes are permitted on designated trails, except during March, April and/or in wet conditions when extensive deterioration of the trails can result. Group rides of 6 or more requires written permission from the Walpole Board of Selectmen via the Adams Farm Committee.
3. Horseback riding is permitted. Group rides of 6 or more requires written permission from the Walpole Board of Selectmen.
4. Any other organized group activities require written permission from the Walpole Board of Selectmen via the Adams farm Committee.
5. Cross country skiing.

User groups interested in using the Adams Farm Barn/Pavilion must review and sign the User Group Sign off Sheet. Upon approval the Barn/Pavilion may be reserved.

While in the woods, please adhere to posted instructions regarding private property.

Visitors are welcome, but on the understanding that they use the area at their own risk and that they will comply with all of the above regulations. Whosoever disregards or violates any of these regulations is hereby forbidden to remain upon these premises **and is subject to arrest, a fine not to exceed \$100.00, as well as, civil liability for damages to property and imprisonment as provided by law. The Town of Walpole cannot assume responsibility for injuries or loss of personal property.**

Thank you for your cooperation.

TOWN OF WALPOLE
APPLICATION FOR USE OF ADAMS FARM PROPERTY

Name: _____ Date: _____

Address: _____

Telephone Home: _____ Cell: _____ Work: _____ E-Mail _____

Purpose: _____

which is to be used by _____
(Name of Organization)

on the _____ day(s) of _____

_____ month (s) between the hours of _____

at the following described place: _____
(please provide a brief description of the location at Adams Farm
to be utilized)

What is the maximum number of people to attend? _____ Approximate # of Vehicles: _____

What is the age group of the people? _____

Fire Burning Permit needed: (please check) Yes _____ No _____

Approval by Fire Department: Granted _____ Not Granted _____

Fire Department Name/Rank/Date: _____

Will a police detail or other type of security be provided? _____
(Final determination of detail requirement is the decision of the Walpole Police Department)

Is this request for an annual, reoccurring or series of uses? If so please explain: _____

If cooking will be taking place during an event at Adams Farm Board of Health Approval is required:

Applicable _____ Not Applicable _____

If applicable: BOH approved _____ BOH denied _____ Signed & Dated _____
—

The signature below verifies the knowledge of and agreement to the rules and regulations for use of the Adams Farm property in the Town of Walpole.

_____ Signature _____ Date

*******Official Use Only Below*******

Line*****

Recommendation of the Adams Farm Committee: Approved: _____ Denied: _____

Comments: _____

Signature (Adams Farm Committee Chair or Designee) Printed Name of Signatory

Adams Farm Barn/Pavilion

User Group Sign off Sheet

By reviewing and signing this agreement the organizer of an event at the Adams Farm Barn/Pavilion agrees to provide the following:

1. A Certificate of Insurance must be provided to the Town of Walpole prior to use – Smaller Groups must sign the attached waiver form that indemnifies the Town of Walpole.
2. Approximate number of vehicles expected to be parked for the event: _____

3. The event organizer agrees that additional Toilet Facilities must be provided by the organizers for attendees as required.
4. The event organizer agrees that he/she will be responsible for cleaning up and disposing and removal of trash that is left over from the event.
5. Approximate number of guests expected for event: _____
6. No grills or open fire pits are allowed during any events at the Adams Farm/Pavilion unless granted by the Fire Department.

Event Organizer Signature: _____

Telephone: _____

Please submit completed forms the Board of Selectmen's Administrative Secretary.

**RELEASE FROM LIABILITY, INDEMNITY
AND HOLD HARMLESS AGREEMENT**

I, _____, in consideration of my being
allowed to _____
_____ do forever

RELEASE, acquit, discharge and covenant to hold harmless the Town of Walpole, a municipal corporation of the Commonwealth of Massachusetts, and its successors, departments, officers, employees, servants, attorneys and agents, of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on account of in any way arising out of, directly or indirectly, all known and unknown personal injuries or property damage which I may now or hereafter have or may acquire, resulting or to result from said participation in the aforementioned activities. Furthermore, I hereby agree to protect the Town of Walpole and its successors, departments, officers, employees, servants, attorneys and agents against any claim for damages, compensation or otherwise arising out of or resulting from any injury to any party in connection with said participation in the aforementioned activities and to INDEMNIFY, reimburse or make good to the Town of Walpole or its successors, departments, officers, employees, servants and agents any loss or damage or costs, including attorneys' fees, which the Town of Walpole or its representatives may have to pay if any litigation arises from said participation in the aforementioned activities.

I hereby further covenant for myself, my successors and assigns not to sue the said Town of Walpole, its departments, officers, employees, servants, attorneys, and agents on account of any such claim, demand or liability.

Singed this _____ day of _____, 20_____.

Applicant User : _____

Please print name: _____

Telephone: _____