

**ZIONSVILLE BOARD OF PARKS AND RECREATION AND HOOSIER MOUNTAIN
BIKING ASSOCIATION INDY TRAIL COLLECTIVE
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2025 between the Zionsville Board of Parks and Recreation on behalf of the Parks Department (“Parks Board”), and Hoosier Mountain Bike Association, Inc.\ (“HMBA”), an Indiana nonprofit corporation, individually referred to as Party and collectively referred to as Parties.

WITNESSETH:

WHEREAS, HMBA is an Indiana non-profit entity whose focus is to promote responsible mountain biking and to work toward the goals of common land access and natural resource protection throughout Indiana; and,

WHEREAS, the Parks Board owns public parkland throughout Zionsville and oversees the long range success of the Parks Department;

WHEREAS, the Zionsville Parks Department (“Parks Department”) is a department of the Town of Zionsville, Indiana, which provides parkland, cultural and recreational programming, and nature-based educational programming for the citizens of Zionsville; and, has a desire to maintain high quality park system amenities;

WHEREAS, the Parks Board and HMBA desire to enter into this MOU to memorialize their intent to support the development and continued maintenance of Mountain Bike Trails (“MTB Trails”) within the Town of Zionsville park system through volunteer efforts;

NOW, THEREFORE, the Parties agree as follows:

1. For purposes of maintaining, improving, and promoting areas identified as MTB Trails, the Parks Board agrees to allow HMBA and its volunteers access to maintain, promote, and improve existing MTB Trails owned or in easement, by the Park Board, during regular park hours.
2. HMBA may, as necessary for the success of the MTB Trails objectives and outcomes, organize volunteers to utilize hand tools for the removal of invasive plant materials, alter landscaping, plant native plantings or other stabilizing measures, utilize on site natural features, and install educational and promotional signage as approved by the Superintendent of Park and Recreation (“Superintendent”) within and immediately along MTB Trails. Powered equipment and machinery may not be used by volunteers unless authorized by the Superintendent. Notification of planned volunteer activities within MTB Trails should be provided to the Superintendent via email at least 24 hours prior when applicable. HMBA agrees that volunteer activities may only occur on existing designated MTB Trails or on improvement projects that have been approved by the Superintendent or Park Board.
3. HMBA may propose improvements within existing MTB Trails to enhance access, skills development, and promote mountain biking in Zionsville. Improvements along existing MTB

Trails will be determined, approved, and documented by the Superintendent of Parks and Recreation, and should have measurable boundaries, clear objectives, planned signage, and desired outcomes agreed upon between the Superintendent and HMBA.

4. HMBA may propose new MTB Trail improvements in areas of parkland not currently designated MTB Trails. All requests for new MTB Trail improvements will be presented to the Park Board for approval, and should have measurable boundaries, clear objectives, planned signage, and desired outcomes agreed upon between the Superintendent and HMBA.
5. HMBA may develop, advertise, and promote sponsorship and event opportunities to support HMBA, the Park Board's MTB Trails, or the sport of mountain biking. All events must be coordinated with the Superintendent and obtain a Special Use Permit from the Park Board or an approved Special Event Application through the Town's Special Event process prior to the event commencing.
6. The Parties agree all volunteer activities associated with MTB Trails, including but not limited to its establishment, maintenance and/or removal, will not interfere with Parks Dept operations, trail maintenance, or safe pedestrian traffic. Neither the Parks Department nor the Parks Board are liable for any damages that may occur to HMBA persons or property arising in any way from the MTB Trails.
7. HMBA agrees to collaborate on any proposed signage language or images that may join MTB Trails and send any signage samples to the Superintendent of Parks and Recreation for comment and approval prior to fabrication. The Parties will mutually agree on the placement and location of all signage within MTB Trails.
8. The Parks Department will ultimately be responsible for the installation and upkeep of any MTB Trails or improvements, and HMBA intends to recruit volunteers to support those outcomes. All volunteers should be directed to complete a volunteer application with the Parks Dept prior to service <https://www.zionsville-in.gov/609/Volunteering>.
9. The Parks Department may, at their discretion and subject to the availability of resources, provide staff, equipment, volunteers, and/or contracted labor to assist in the maintenance and upkeep of the MTB Trails and signage. In the unlikely event that a MTB Trail should fall into disrepair or become unwelcoming, unsightly or dangerous, as determined by the Superintendent, the Parks Department may remediate or remove the MTB Trail and deny further volunteer permissions.
10. In the event that fallen trees or other natural obstructions impede access or create hazardous conditions along MTB Trails, the Parks Department will evaluate the situation and determine the appropriate response. Upon notification, HMBA volunteers who have received appropriate training and are equipped with proper personal protective equipment (PPE) may utilize powered equipment to clear such obstructions to restore safe trail conditions.
11. In cases where trail conditions are deemed unsafe or impassable due to fallen trees or other environmental hazards, HMBA may temporarily close affected MTB Trail segments. HMBA

and the Parks Department agree to coordinate communication regarding closures and subsequent re-openings, in an effort to ensure user safety and protect natural resources.

12. The Parties mutually release each other from any liability for any and all damages to the respective Party's persons or property arising from or in any way related to Project Sites.
13. The Parties shall do all of the above in good faith, and with an earnest and eager intent to work diligently toward the mutual goal of expanded public wellbeing for the residents and visitors of the Town of Zionsville, Boone County, and Central Indiana.

Signatures on following page

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date first set forth above.

ZIONSVILLE BOARD OF PARKS
AND RECREATION

By: _____

Title: _____

Dated: _____

HOOSIER MOUNTAIN BIKE
ASSOCIATION, INC.

By:_____

Title: _____

Dated:_____