



CITY OF BOWIE FALLEN TREE GLEANING PROGRAM

WOOD HARVESTING PERMIT

Introduction:

City of Bowie Department of Community Services is responsible for operating and maintaining the City's Public Spaces, Parks and Historic Site systems to conserve, protect, and enhance the natural, ecological, historic, cultural, and recreational resources contained therein and to provide for the public enjoyment of and access to these resources in a manner which will provide the greatest park experience possible while protecting them for future generations. Forests and trees are an integral part of a park experience, creating a "parkland" aesthetic, supporting forest-related recreational activities, enhancing scenic and cultural landscapes, and providing shade and shelter for park visitors. Forestlands are habitat for an incredible diversity of plants, animals, and ecosystems. They provide a variety of ecosystem services such as clean water and flood control, and can serve as laboratories for scientific research on forest health and wildlife habitats. And by drawing carbon dioxide out of the air and "sequestering" carbon, growing trees and forest ecosystems play an important role in mitigating global warming emissions. For all these reasons, the protection of trees and forests within Bowie is a core element of the department mission and must be considered as part of a fallen tree gleaning program and policy for public harvest from City property. For these reasons, the City of Bowie Fallen Tree Gleaning Program was established:

This permit will only be issued upon execution of the attached *Waiver, Release, and Disclaimer of Liability and Indemnification Agreement* and shall outline all terms of its issuance for the City of Bowie Fallen Tree Gleaning Program.

Definitions:

Agreement- Refers to Waiver, Release, and Disclaimer of Liability and Indemnification Agreement

City Property- Defined as any City of Bowie owned open space, park, or right-of way.

Living- Defined as showing any signs of life, such as new growth or foliage on any portion of a tree, shrub, or other vegetation.

On the Ground- Defined as all portions of a tree or limb that are 100% in contact with the ground from end to end.

Elevated- Defined as any portion of tree or limb that is greater than 3" above ground surface.

Motorized- Defined as having any type of engine or requires an energy producing source to propel or assist in propelling the device.

Limit of Disturbance- Defined as being no greater than 10 feet from any point of the tree or limb being extracted.

Extraction- Defined as the act of loading and transporting items being removed from City property.

Extraction Route- Defined as not to exceed 3' in width, and being the shortest distance to nearest hard surface.

Hard Surface- Defined as any asphalt or gravel trail, road, parking lot.

Hand Saw- Defined as a tool used to cut wood that does not contain any form of motor, and that is designed to cut under the power of human strength.

Cutting- Defined as the act of using a hand saw to shorten the length of any tree, limb, or portion thereof of vegetation.

Sunrise to Sunset- Defined as the period of time during the day in which extraction may occur (see <https://www.esrl.noaa.gov/gmd/grad/solcalc/sunrise.html>, Washington, DC)

Rules:

- Extraction of any wood is not permissible from City property when access gate, if existing, is closed or locked.
- Participant agrees to only remove trees, limbs, or any portion thereof from trees that have fallen naturally or that have been mechanically cut by City (or the City's authorized contractors), and that remain on the ground.
- Participant will notify designated City staff by calling 301-809-2353, Monday – Friday, 7:00 a.m. – 3:00 p.m. of intent to glean prior to removal of wood. Signed forms should be emailed to dpluebell@cityofbowie.org.
- Participant agrees to not walk outside the Limit of Disturbance for any tree, limb, or portion thereof to be extracted.
- Participant agrees to only extract trees, limbs, or any portion thereof along an extraction route; if an extraction route already exists, participant agrees to only use existing extraction route.
- Participant agrees to only extract trees, limbs, or any portion thereof between Sunrise and Sunset.
- Participant agrees to use only non-motorized means of extraction of trees, limbs or portions thereof being removed from City property.
- Participant agrees to use only a hand saw(s) to cut trees, limbs or any portion thereof to be extracted.
- It is recommended that participants wear appropriate personal protective equipment to include eye protection, gloves, long pants, and safety shoes.
- Participants shall take all means necessary to protect any and all park patrons in proximity of wood extraction.
- Participant agrees not to extract any tree, limb, or portion thereof that is located greater than 50 feet from a hard surface.

Regulations:

- Any participant observed cutting living trees, limbs, shrubs or any portion thereof will be subject to municipal infraction as identified in Chapter 17-2 (j)
- Any participant observed violating any Rules as defined above will be subject to revocation of Wood Harvesting Permit.

Acknowledgement:

Participants Printed Name (Full, Last)

Participants Signature

Participant Mailing Address

Participant Phone Number(s) & E-mail



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PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING, AS IT CONTAINS STATEMENTS THAT MAY AFFECT YOUR RIGHTS AND OBLIGATIONS IN THE EVENT OF INJURY OR PROPERTY DAMAGE.

Waiver, Release, and Disclaimer of Liability and Indemnification Agreement

In exchange for permission from the City of Bowie (“the City”) to enter upon City property and to take fallen trees and tree limbs under the City’s Fallen Tree Gleaning Program (“the Program”), I acknowledge and agree that I participate in the Program at my sole risk and that the City, and its servants, agents, employees and officials, shall not be liable to me for any claims, demands, illness, injuries, damages, actions, or causes of action whatsoever, arising out of or in connection with my participation in the Program.

I forever waive, release and discharge the City, and its servants, agents, employees, and officials, from all claims, demands, liabilities, injuries, damages, actions, or courses of action, and from all acts of active or passive negligence or willful misconduct on the part of the City, and/or its servants, agents or employees, arising out of or in connection with my participation in the Program.

I will indemnify and hold the City, and its servants, agents, employees and officials, harmless from and against any and all claims, demands, liabilities, injuries, damages, loss, expense, actions, or causes of action, that they or any of them may incur, including attorneys’ fees, in connection with or as a result of illness or injury to my person or property, or that of a third party, arising out of or in any way in connection with my participation in the Program.

I have read the Fallen Tree Gleaning Program Rules and Regulations and I agree to comply in every respect therewith and that my agreement to said Rules and Regulations is a condition of my participation in the Program. I agree that except in connection with the Fallen Tree Gleaning Program I may not remove anything from any City Property that does not belong to me, including but not limited to fallen trees, fallen tree limbs, or any other materials that are surplus or perceived to be surplus.

I am twenty-one years of age or greater. My date of birth is: _____

I acknowledge and agree that the City has offered no warranties, guarantees or representations regarding the safety of my activities conducted in connection with the Program. I understand that I may suffer injury while participating in the Program.

Date

(Signature)

Typed Name: _____