

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

Volunteer Work Agreement

This Volunteer Work Agreement (the "Agreement") is entered into on the 1st day of the month of April in the year of 2023 by and between _____
_____ (hereinafter "VOLUNTEER") and the STATE OF MAINE
DEPARTMENT OF TRANSPORTATION (hereinafter "MAINEDOT").

1. VOLUNTEER has requested the permission of MAINE DOT to enter and be upon or about the right of way, or other premises, on the Lower Road and Mountain Division Rail Line to perform the following work (the "Volunteer Work"): Observation, Inspection and Cleaning

2. MAINEDOT hereby grants permission, subject to cancellation at any time and in no event to be assignable or transferable, for VOLUNTEER to enter or be upon or about its right of way or other premises, at the location described above solely for the purpose specified of performing the volunteer work described above under the following terms and conditions:

- VOLUNTEER shall notify the Transportation Operations Manager, Greg Gay at 207-592-1766, – or other authorized representative for when and where the Volunteer Work will be performed. Notification shall be made no less than one week in advance during normal business hours.
- VOLUNTEER shall not access right of way or other premises without prior authorization. Access without authorization shall result in immediate cancellation of the agreement and may result in permanent ban of VOLUNTEER from right of way or other premises.
- VOLUNTEER shall only use MAINE DOT approved materials on MAINE DOT facilities and assets.
- VOLUNTEER shall not perform any work within the track structure unless written prior approval from the Transportation Manager is obtained.
- VOLUNTEER shall document any work performed and provide said documentation to DEPARTMENT upon request.
- VOLUNTEER shall not park any vehicles or equipment on the track including the shoulder of the track structure. The VOLUNTEER agrees that all vehicles and equipment will be parked as far from the shoulder as possible or off site.
- VOLUNTEER shall call the Transportation Operations Manager prior to set – on, and after set – off unless other arrangements have been made in advance.

- VOLUNTEER shall wear appropriate Personal Protective Equipment. At a minimum, a type 2 reflective vest is required, pants (no shorts), and sturdy work boots.

3. VOLUNTEER hereby assumes all risk of injury and of loss of or damage to his/her property occurring or arising while or resulting from being upon or about the Premises and performing the Volunteer Work, whether due in whole or in part to the condition of the Premises, or in whole or in part to the acts, omissions, negligence, or otherwise of MAINEDOT. VOLUNTEER for himself/herself, his/her executor, administrator, heirs at law, next of kin and his/her successors and assigns hereby releases and forever discharges MAINEDOT, its successors and assigns, from any and all claims, demands, actions and causes of action which the undersigned, his/her executor, administrator, heirs at law, next of kin and his/her successors and assigns have, could or might have against the said MAINEDOT, its successors and assigns, for injury to his/her person (including death) and loss of or damage to his/her property occurring or arising while, or resulting from, being upon or about the Premises. Further, the VOLUNTEER agrees to indemnify and hold harmless MAINEDOT, its successors and assigns, from any and all loss, cost, claims, demands, damages, actions and causes of action, including attorney's fees arising in whole or in part from VOLUNTEER'S performance of the Volunteer Work.

VOLUNTEER

NAME:

STATE OF MAINE DEPARTMENT
OF TRANSPORTATION

By: Nate Howard
TITLE: Director, Rail Transportation