

# FREQUENTLY ASKED QUESTIONS ABOUT THE ROCK CITY TRAIL

## WHERE IS THE ROCK CITY TRAIL?

The trailhead for the *Rock City Trail* is at the *Ozark Mountain Smokehouse* at 1725 S. Smokehouse Trail (at the intersection of Martin Luther King Boulevard and Ruppel Road). The trail leads to the extensive trail system on the *Kessler Mountain Reserve* and the *Regional Park* at 2600 Judge Cummings Road ( off Cato Springs Road.)

## WHO OWNS THE TRAIL AND ADJACENT PROPERTY?

The trail is on private property, who are allowing limited access to the trail.

## WHO MAKES THE DECISION ON USAGE OF THE ROCK CITY TRAIL?

A *Stewardship Committee*, made up of representatives from hiking, biking, running groups, neighbors, land owners, NWA Land Trust and the City of Fayetteville Department of Parks and Recreation Department is charged to "*Monitor and preserve Kessler Mountain for future generations..*" This includes deciding eligible users of the Rock City Trail.

## WHO IS ALLOWED TO USE THE ROCK CITY TRAIL?

Educational groups, hiking/biking/running clubs, neighbors and Mt. Kessler Greenways' ADVOCATES are allowed, with written permission, to use the trail. If your group wishes to use the trail, please complete the Group **Application for Trail Use** on the website.

## HOW DO I BECOME AN ADVOCATE?

Advocates are expected to give annual service to *Mt. Kessler Greenways* in one or more of the following ways:

1. Performing at least ten hours of maintenance annually (supervised by representatives of the *Northwest Arkansas Land Trust*, *Ozark Off Road Cyclists* or *Mt. Kessler Greenways*.)
2. Volunteering to help with the *Kessler Mountain Outdoor Classroom and Nature Center*.
3. Making a financial contribution by sponsoring a school or other educational groups visit to Kessler Mountain.
4. Other significant contributions toward the preservation of Kessler Mountain.

The *Mt. Kessler Greenways'* website has an *Advocate Application* . There is also a *Trail Use Agreement* and a *Waiver of Liability Form*. This material will be submitted to the *Stewardship Committee*, and if approved, Advocates will be issued a numbered badge to wear while using the trail.

## IS THE WAIVER OF LIABILITY FORM THAT I SIGNED IN THE PAST STILL VALID?

Previous Waivers of Liability are no longer valid. We ask those desiring to become an Advocate to submit an *Advocate Application Request* - which includes an updated waiver.

## WHY IS ACCESS TO THE ROCK CITY TRAIL BEING LIMITED?

The volume of traffic and the interaction with the property has had a significant negative impact on the area: the trail has become widened; trees and plants have been disturbed; trash has been left behind and some vandalism has occurred. With the help of our Advocates, we hope to repair this damage to the trail, remove invasive species and generally preserve this mountain treasure.

## HOW DO I SUBMIT AN APPLICATION REQUEST?

Complete the forms on the website and e-mail them to [kesslergreenways@pgtc.com](mailto:kesslergreenways@pgtc.com).

The Stewardship Committee will review the request and if approved, will issue a numbered badge and gate access code. Paperwork can be dropped off and a badge issued at the Fayettechill office in the upper level of the Smokehouse building at 1725 S. Smokehouse Trail (M-F 8AM-4PM , Weekends in the Sales Outlet 12-5PM).

## MOUNT KESSLER GREENWAYS' ADVOCATE APPLICATION

\_\_\_\_\_ I agree to perform at least ten hours of maintenance annually, supervised by representatives of the *Northwest Arkansas Land Trust, Ozark Off Road Cyclists* or *Mt. Kessler Greenways*.

or

\_\_\_\_\_ I agree to sponsor a student group to the *Kessler Mountain Outdoor Classroom and Nature Center*. The present price of a sponsorship for a class is \$100.00

or

\_\_\_\_\_ I have had prior experience in teaching environmental science and if approved, will serve as a volunteer in the *Kessler Mountain Outdoor Classroom and Nature Center*.

or

\_\_\_\_\_ I have the following skills and experience to use in making contribution to *Kessler Mountain* (i.e. IT skills, graphic design, fund raising, public/media relations, legal etc.)

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_ Badge Number \_\_\_\_\_

Remarks:

**NOTE: Volunteer hours or contributions ( or a written arrangement) must be completed prior to issuance of a badge**

## MOUNT KESSLER GREENWAYS' TRAIL AGREEMENT

*As humans, we are guests of the land!*

We wish to keep the interaction on Kessler Mountain as positive as possible. We ask all guests to agree with the following terms:

1. I understand and agree to use **No Trace Practices**, carrying out what I bring in.
2. I agree to stay on the designated trail: no shortcutting or bushwhacking off the trail.
3. I will not remove or change any trail obstacles: the trail is meant to be rugged.
4. I will not camp, hang hammocks or build fires.
5. I will not pick or damage any plant along the trail and will leave all natural objects as I find them.
6. I will not disturb, stack break or write on the rocks.
7. I will not use the trail if it is too wet. If you are leaving foot or tire tracks, the trail is too wet.
8. I will use the trail in daylight hours only.
9. I understand that my dog is to be on a leash at all times and must be cleaned up after.

I agree to the above terms.

Name \_\_\_\_\_ Date \_\_\_\_\_

Educational groups and hiking/biking/running club, are allowed, with written permission, to use the trail. If your group wishes to use the trail, please complete the Group **Application for Trail Use** on page 6.

**WAIVER AND RELEASE OF LIABILITY  
OF PROPERTY OWNERS OF MT. KESSLER GREENWAYS**

Property Owners include, but are not limited to, The Sharpridge Trust, Eric Wailes, Jane N. Steele Trust, and Jim Bob Duggar. The Property is managed by a Stewardship Committee, made up of representatives from hiking, biking, running groups, neighbors, landowners, NWA Land Trust, and the City of Fayetteville Department of Parks and Recreation.

In consideration of being allowed to participate in any activity, including but not limited to hiking, running, and biking on the trails of Mt. Kessler Greenways ("Property"), if I or the Person for whom I am signing this agreement, is injured participating in any activity while present on the Mt. Kessler Greenways, I AGREE TO BE LEGALLY BOUND by the promises set forth below. I understand that "Property Owners" includes the Property Owners identified above, as well as their officers, directors, agents, employees, legal representatives, and members of the Stewardship Committee.

In consideration of being allowed to participate in any activity on the Property, I, for myself, my heirs, next of kin, assigns, personal representatives, and estate, DO HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NO TO SUE OR BRING ANY LEGAL OR EQUITABLE ACTION AGAINST THE PROPERTY OWNERS as well as their agents, employees, predecessors, successors, and assigns, and any and all other persons in privity with them.

I understand there are risks related to any outdoor activity, including but not limited to wildlife, terrain, and weather. I assume full responsibility for and risk of bodily injury, death, or property damage which may result directly or indirectly from my being on the Property whether due to the negligence of Property Owners or otherwise which may be in any way associated or connected with the activity contemplated by this document, or in my use of any equipment and facilities.

I understand that I should not enter the Property unless I am medically able and properly trained, and by my signature, I certify that I am medically able to participate in the activity of my choosing on the Property trails, am in good health, and am properly trained.

Without any limitation and for the same consideration and as part of this Waiver and Release of Liability, I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Property Owners from any and all claims, demands, causes of action, loss, liability, damage, or cost they may incur due to my participation in any activity on the Property whether caused by the negligence of the Property Owners or otherwise.

I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arkansas, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I do hereby affirm that I have read and fully understand the above, and I understand that I am releasing and giving up every claim, right, and cause of action that I may have against the Property Owners or against anyone in privity with them arising directly or indirectly from my access to the Property or participation in any activity and use of equipment and facilities on the Property, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

I recognize my responsibility to INSPECT the trails, terrain, and other facilities on the Property, to exercise GOOD JUDGMENT, to ACT RESPONSIBLY, and to OBEY all of the Property's Rules and Regulations, listed in Exhibit A, Property Owners' oral or written guidance, instructions, and warnings, including signage.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Required information if signing for a minor:*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_ Birthdate of Minor: \_\_\_\_\_

Address: \_\_\_\_\_

## EXHIBIT A

1. I understand and agree to use NO TRACE PRACTICES, carrying out what I bring in.
2. I agree to stay on the trail at all times and not trespass on any land adjacent to the trails.
3. I agree to respect the trails and their environment by not leaving any trash, or defacing any tree, rock, sign or any other feature.
4. I will not remove or change any trail obstacles; the trail is meant to be rugged.
5. I will not camp, hang hammocks, or build fires on the Property.
6. I will not disturb, stack, break, or write on the rocks.
7. I will not use the trail if it is too wet. The trail is too wet if you are leaving tracks of any kind.
8. I will use the trail in daylight hours only.
9. I understand that my dog is to be on a leash at all times and must be cleaned up after.
10. I will not use any alcohol or any other illegal substance while on the Property
11. I agree that the use of the trails may be SUSPENDED at any time by the Property Owners.

By signing below, I am acknowledging my understanding of each rule and regulation, and I am agreeing to abide by all mentioned above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**GROUP APPLICATION FOR TRAIL USE**

Name of Organization \_\_\_\_\_

Name of Sponsor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Description of Organization \_\_\_\_\_

\_\_\_\_\_

We hope to use the trail on the following dates and times:

Date \_\_\_\_\_ Times \_\_\_\_\_

Number of Trail Users \_\_\_\_\_

Please sign the Mt. Kessler Greenways' Trail Agreement on Page 3

Please sign the Mt. Kessler Greenways' Waiver of Liability on Page 4

Signature: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

Remarks: