Berry College

Registration for Use of Land Resources

 (Updated 2020)

*This form is to be used for short-term activities (e.g., lab exercises) associated with Berry College courses.*

This completed form should be submitted electronically to the ELM committee (elm@berry.edu)

In this application, please provide sufficient detail so the committee can help identify potential conflicting activities, and thereby work to resolve the conflict or suggest alternative sites of equal suitability.

Faculty or Staff Name (Berry College Sponsor):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Dean: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Chair\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Course Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Course Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: All individuals NOT employed by or attending Berry College who will be arriving on the campus as part of this land-use project are required to sign the INDEPENDENT LAND-USE PROJECT AGREEMENT, CONSENT FOR MEDICAL TREATMENT, INDEMNITY AGREEMENT AND LIABILITY RELEASE found at the end of this document. This waiver is a required addendum to this application. This requirement includes any person coming to campus regardless of the nature of their participation in the land-use project. Berry faculty, staff, and students are exempt from this requirement, but all other individuals must submit a signed waiver as a condition of the approval of the registration of this land-use project. Applicants: Please consider adding specific known risks to the release form.

Are outside individuals involved with any of the planned activities? \_\_\_\_\_\_\_\_\_\_\_ If so, please have them sign and submit the attached waiver form as a part of this application.

Please complete the attached table to list dates, times, places, and names and short descriptions of activities.

When planning activities, please go to our web page at <https://www.berry.edu/community/campus-use-and-recreation/educational-land-management/land-and-maps> Use the map located on that page to find the locations of your planned activities and attempt to confirm that there are no conflicts with currently registered projects. Use lat/lon in WSG84 (same datum as Google Maps) to record locations of activities. Use decimal degrees (e.g, 34.223344,-84.223334) if possible.

Also, please consult the following campus calendars in order to anticipate potential conflicts:

Campus Event Calendar

<http://cal.berry.edu/>

Athletics Calendar

<http://www.berryvikings.com/landing/index>

Berry WMA Hunting Calendar

<https://www.berry.edu/community/campus-use-and-recreation/hunting-info>

Does any activity have a potential conflict with an existing project? \_\_\_\_\_\_\_\_\_ If so, which project is in conflict?

Does your project involved disturbing the soil in any way? YES \_\_\_\_\_\_\_\_\_ NO \_\_\_\_\_\_\_\_\_

If you marked YES, please contact Physical Plant at physicalplant@berry.edu to determine if a dig permit is required for your specific location(s). If so, the registration may be approved pending the granting of the dig permit.

Does any activity require any type of protection? \_\_\_\_\_\_\_\_\_ If so, please describe the type/nature/level or degree of protection requested, and the extent of the project area to which this level of protection applies:

Does any activity involve modification of a field site?\_\_\_\_\_\_\_\_\_\_\_ If so, describe any modification(s) that will be made.

Does any activity involve environmental impacts? \_\_\_\_\_\_\_\_\_ If so, how will these be addressed?

Does any activity involve particular health and safety issues?\_\_\_\_\_\_\_\_\_\_ If so, how will these be addressed?

Does any activity require IACUC approval? \_\_\_\_\_\_\_\_\_ If so, which activity?

Key requested (if any):

If known, please list students who have permission to check out the indicated key(s) (note: as students are dropped or added to this list, it is your responsibility to inform the ELM committee):

Signature (e-signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Faculty Member Date

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

For ELM Committee Use

ELM Committee Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_ Approved ELM Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Disapproved

 Reason for disapproval:

 Suggestion for alternate location:

\_\_\_\_\_\_ Notifications Made

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Date | Time(s) | Location | Latitude (WSG84) | Longitude (WSG84) | Activity Name | Short Description |
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**Note: It is the Activity Organizer’s responsibility to see to it that all non-Berry personnel sign and submit a copy of this document (e-signatures acceptable). Completed forms may be e-mailed to** **elm@berry.edu** **or hardcopies mailed to the current chair of the ELM committee.**

**ELM - BERRY COLLEGE INDEPENDENT LAND-USE PROJECT AGREEMENT, CONSENT FOR MEDICAL TREATMENT, INDEMNITY AGREEMENT AND LIABILITY RELEASE**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter name of non-Berry College personnel here) hereby acknowledge that Berry College, Inc. is sponsoring my independent land-use project activity entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(enter Short Project Title here), hereafter referred to as land-use project, solely for the purpose of allowing me to conduct such land-use project on Berry College property. Berry is receiving no consideration or payment for such land-use project, nor deriving any direct or indirect benefit. At no time shall this Agreement be considered a partnership or joint venture between myself and Berry College, Inc. This land-use project may require driving, hiking, carrying, and operation of tools and/or machinery in undeveloped areas of the campus and college property unaccompanied. I understand and acknowledge such land-use project entails certain known and foreseeable risks of injury and death, including exposure to the elements, the environment, animal and plant life which may be dangerous, and other risks which may be unpredictable and/or unforeseeable. I understand and acknowledge Berry College shall have no obligation to track or monitor my whereabouts on college property and that should any injury occur it may be difficult to locate me for evacuation and medical treatment in an emergency fashion.

In consideration of being allowed to conduct such land-use project by Berry College, Inc., I hereby voluntarily and knowingly for myself, my heirs and administrators assume any and all such risks which might be associated with conducting the land-use project activities on the premises of Berry College, Inc. I, for myself, my heirs, successors, parents and/or legal guardians, and assigns waive and release any and all rights and claims for damages which I may have against Berry College, Inc., its agents, employees, students, successors and/or assigns, for any and all injuries or damages of any kind whatsoever suffered by me as a result of the activities described herein and any related activities. I/we hereby covenant and agree not to sue Berry College, Inc. its agents, employees, successors and/or assigns, and to fully and completely indemnify and hold harmless Berry College, Inc., its agents, employees, successors and/or assigns from any and all claims or damages made by any party as a result of my participation in such activity including all costs and payments of any kind including reasonable attorney fees.

I/we further agree and authorize Berry College, Inc., in the event I am injured during the land-use project activities and unable to perform such functions myself, to take such reasonable steps and actions as deemed appropriate by Berry College, Inc., its agents, employees, successors and/or assigns to ensure emergency and other medical care is rendered on an as needed basis until such time as I or another legally responsible party can assume responsibility for directing such medical care. I understand I shall be solely responsible for payment of the costs of any and all such medical services and hereby covenant and agree not to sue Berry College, Inc. its agents, employees, successors and/or assigns, and to fully and completely indemnify and hold harmless Berry College, Inc., its agents, employees, successors and/or assigns from any and all claims or damages made by any party as a result of such decisions for medical care, including all costs and payments of any kind including reasonable attorney fees.

 I/we further understand that the permission to access college property and facilities as part of such land-use project is a courtesy, and that such can be terminated by Berry College, Inc. at any time and for any reason. By signing this form, I pledge to take responsibility for my own safety, adhere to all directions from Berry representatives, and follow all rules and policies established by Berry College applicable to access to, and use of, college property. I further attest that there are no health or medical reasons to my knowledge which would make it unsafe or a danger to myself or others to participate in such land-use project.

OPTIONAL. Specific additional hazards and risks include, but are not limited to, the following:

All non-Berry College users should complete and sign this section (e-signatures acceptable):

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participants Signature (or e-signature) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Berry Staff Witness Signature (or e-signature) Date

**FOR USE WITH PARTICIPANTS UNDER THE AGE OF 18 YEARS OLD**

**ELM - BERRY COLLEGE INDEPENDENT ACTIVITY AGREEMENT, CONSENT FOR MEDICAL TREATMENT, INDEMNITY AGREEMENT AND LIABILITY RELEASE**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(name of Parent/Guardian of Participant)** as legal Parent or Guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Name of Minor Participant)** hereby acknowledge that Berry College, Inc. is sponsoring or allowing an independent land-use project activity entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(enter Short Project Title here),** hereafter referred to as “activity”, solely to facilitate the activity. Berry is receiving no consideration or payment for such activity, nor deriving any direct or indirect benefit. I acknowledge this activity may require transportation on and around Berry property, walking, hiking trails, climbing slopes, proximity to livestock, and/or other activity in undeveloped areas of the campus and college property. I understand and acknowledge such activity entails certain known and foreseeable risks of injury and death, including exposure to the elements, the environment, animal and plant life, road and/or trail conditions, which may be dangerous, and other risks which may be unpredictable and/or unforeseeable. I understand and acknowledge Berry College is merely allowing the activity to take place and the school/group \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(name of school or group)** is solely responsible for the Minor Participant’s supervision and safety at all times. I acknowledge that should any injury occur it may be difficult to locate the Minor Participants, depending on the remoteness of the location, for evacuation and medical treatment in an emergency fashion.

In consideration of Minor Participant named-above being allowed to participate in such activity by Berry College, Inc., I hereby voluntarily and knowingly for Minor Participant, and also for myself, our heirs, assigns, and administrators assume any and all such risks which might be associated with the activities on the premises of Berry College, Inc. I, for myself and Minor Participant, our heirs, successors, and assigns waive and release any and all rights and claims for damages which I may have against Berry College, Inc., its agents, employees, students, successors and/or assigns, for any and all injuries or damages of any kind whatsoever suffered by me as a result of the activities described herein and any related activities, except as the result of Malicious Intent or Gross Negligence on the part of Berry College, Inc. I/we hereby covenant and agree not to sue Berry College, Inc. its agents, employees, successors and/or assigns, and to fully and completely indemnify and hold harmless Berry College, Inc., its agents, employees, successors and/or assigns from any and all claims or damages made by any party as a result of my participation in such activity including all costs and payments of any kind including reasonable attorney fees. **I attest that I have legal authority to execute this waiver and agreement on behalf of Minor Participant with full knowledge that Berry College, Inc. is relying on such authority and agreement in allowing such participation.**

I/we further agree and authorize Berry College, Inc., in the event Minor Participant is injured during the activities and I, or no other responsible adult, is present and able to perform such functions, to take such reasonable steps and actions as deemed appropriate by Berry College, Inc., its agents, employees, successors and/or assigns to ensure emergency and other medical care is rendered on an as needed basis until such time as I or another legally responsible party can assume responsibility for securing such medical care. I understand I shall be solely responsible for payment of the costs of any and all such medical services and hereby covenant and agree, for myself, Minor Participant, and our heirs, successors, and assigns, not to sue Berry College, Inc. its agents, employees, successors and/or assigns, and to fully and completely indemnify and hold harmless Berry College, Inc., its agents, employees, successors and/or assigns from any and all claims or damages made by any party as a result of such decisions for medical care, including all costs and payments of any kind including reasonable attorney fees.

 I/we further understand that the permission to access college property and facilities as part of such activity is a courtesy, and that such can be terminated by Berry College, Inc. at any time and for any reason. I further attest that there are no health or medical reasons to my knowledge which would make it unsafe or a danger to Minor Participant or others to allow such participation in the activities.

**OPTIONAL (to be filled out by Berry Sponsor). Specific unique hazards and risks include, but are not limited to, the following:**

**All non-Berry College Participants should complete and sign this section (e-signatures acceptable):**

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Parent/Legal Guardian Signature (or e-signature) Date

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Berry Staff Witness Signature (or e-signature) Date