



MEMORANDUM OF UNDERSTANDING

ON COOPERATION IN CLIMBING MANAGEMENT
TO ENSURE THAT CLIMBING REMAINS A COMPATIBLE USE OF THE WICHITA MOUNTAINS WILDLIFE REFUGE

Between the

Department of Interior
U.S. Fish & Wildlife Service
Wichita Mountains Wildlife Refuge

And the

Wichita Mountains Climbers Coalition

WHEREAS

- The **Department of Interior (DOI)**, as the nation's principal conservation **Agency**, has the responsibility for most of our nationally owned public lands and natural resources.
- The **U.S. Fish & Wildlife Service (FWS)** administers the **National Wildlife Refuge System**, which now consists of over five hundred (500) refuges and over ninety-two million (92,000,000) acres of habitat dedicated to preserving native American wildlife.
- The **Wichita Mountains Wildlife Refuge (WMWR)** is the oldest managed unit in the refuge system and supports a wide cross-section of native plants and animals. The rugged rocky outcrops, oak forests, and mixed-grass prairies of the *Wichita Mountains* create prime habitat for herds of bison, elk and all native wildlife. The primary purpose of the **WMWR** as stated in the enabling legislation is "... for the protection of game animals and birds and to be recognized as a breeding place therefor ..."
- The **Wichita Mountains Climbing Coalition (WMCC)**, as the principal representative for the region's rock climbers who use the **WMWR**, is a volunteer organization dedicated to preserving the integrity of both the **WMWR's** climbing resources and the natural environment in which the activity occurs. The primary purpose of the **WMCC** is to assist the **FWS** in managing rock climbing activity on the **WMWR** by:
 - 1.) Providing guidance and assistance on rock climbing issues to the **FWS**.
 - 2.) Organizing volunteer efforts for **WMWR** conservation projects.
 - 3.) Establishing an Advisory Fixed Anchor (e.g., *bolting*) Committee (**ABC**) to assist the **FWS** in reviewing fixed anchor/gear protection.

FWS and **WMCC** agree to the following memorandum of understanding (*MOU*):

I.) PARTIES

This document constitutes an agreement between the **FWS WMWR** and the **WMCC**.

Contact email:

FWS WMWR: wichitamountains@fws.gov

WMCC: wmcc@wichitamountains.org

II.) PURPOSE

This MOU recognizes the goals and purposes of the **FWS** and the **WMCC**, and sets forth the mutual covenants and

agreements between the **FWS** and the **WMCC** in managing rock climbing activity at the **WMWR**.

III.) SCOPE/RESPONSIBILITIES OF PARTIES

The **WMCC** will provide volunteer assistance to the **FWS** at **WMWR** by:

- 1.) Providing an **ABC** to assist the **FWS** in reviewing fixed anchors. The **ABC** will:
 - a.) Assist the **FWS** in developing and maintaining an inventory of established rock climbing routes and fixed anchors at the **WMWR**.
 - b.) Make evaluations to the **FWS** for the removal and/or replacement of fixed anchors/gear due to aesthetic and natural resource concerns, or in cases of guideline noncompliance, etc.
 - c.) Assist the **FWS** in developing and maintaining an application process for climbers seeking to add, replace, or remove fixed anchors on a new or existing route.
 - d.) Review fixed anchor application requests on aesthetic and natural resource criteria and submit evaluations to the **FWS** for final sanction. It is understood by both parties that the **ABC** acts in an advisory role only, and that the **FWS** is the sole entity that authorizes fixed anchor requests.
 - e.) Document processed fixed anchor transactions and provide such information to the **FWS**.
- 2.) Edify and inform the rock climbing community via public education and coalition documentation about clean climbing protocols, conservation issues, resource protection, "Leave No Trace" outdoor ethics, and stewardship philosophy.
- 3.) Assist refuge management in monitoring the effectiveness of the **FWS** rock climbing management plan.
- 4.) Investigate and report cases of fixed anchor guideline noncompliance, etc.
- 5.) Maintaining all climbing areas free of trash or abandoned equipment.
- 6.) Removal of excess gymnastic chalk from the rock as needed.
- 7.) Working in partnership with the **FWS** to:
 - a.) Develop, maintain and enhance a comprehensive rock climbing management program.
 - b.) Assure that natural resource protection is given the highest priority in fulfilling the requirements of the **MOU**, and in resolving situations during conflict resolution processes.
 - c.) Assure that any activity having an adverse impact on resources is mitigated and that new and potential rock climbing related problems meet all applicable resource protection and conservation requirements of the **FWS**.
 - d.) Develop other climbing and conservation related projects as mutually agreed and/or coordinate efforts concerning rock climbing with other interested organizations/user groups.

The **FWS** will provide the **WMCC**:

- 1.) Site specific aesthetic and natural resource criteria and guidelines which the **ABC** will incorporate into the fixed anchor review process.
- 2.) A resource committee (e.g., *climbing liaison*) to:
 - a.) Act as point-of-contact (**POC**), and interact with the **WMCC** on rock climbing issues.
 - b.) Review **ABC** evaluations on fixed anchor applications for aesthetic and natural resource compatibility.
 - c.) Submit reviewed fixed anchor applications to the Refuge Manager for final sanction.
 - d.) Expedite conflict resolution as needed.
 - e.) Direct resource conservation and restoration projects at **WMWR**.

IV.) STATEMENT(S) OF NON-LIABILITY

- 1.) *Fixed Anchors*: It is hereby understood and agreed that the **FWS**, **WMCC**, and **ABC** will review fixed anchor applications and make recommendations concerning fixed anchors *based upon aesthetic and natural resource*

criteria only. By entering into this MOU, the **FWS**, **WMCC**, and **ABC** make no representations or warranties regarding the safety, reliability or suitability for use of any fixed anchors or other hardware currently existing or installed in the future on any climbing route in the **WMWR**. Moreover, the **FWS**, **WMCC**, and **ABC** make no representations or warranties regarding the degree of hazard or danger involved, or lack thereof, on any rock climbing route in the **WMWR**. It is understood and agreed that rock climbing is a dangerous activity and that the individual climber must personally make all decisions regarding his or her safety while climbing.

- 2.) *Volunteerism Protocol:* Any volunteer individual or organization will sign a volunteer agreement with the **FWS** prior to the beginning of a project for liability and Tort Claims purposes. Said volunteer agreement shall release any volunteer individual or organization from all liability related to or resulting from any volunteer activity performed for the **FWS** and shall indemnify and hold harmless any volunteer individual or organization from any and all claims related to or resulting from any such volunteer activity.

(V.) TERMS OF AGREEMENT & MODIFICATION/TERMINATION

This Agreement will become effective when signed by all parties. The Agreement will be in effect for five (5) years, but may be amended at any time, and renewed by mutual agreement of the parties. Either party may terminate this Agreement by providing ninety (90) days written notice to the other party.

This Agreement is executed this 19th day of May, 2006 by the representatives whose signatures appear below by their respective organizations:

FWS WMWR

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Ralph Bryant
WMWR Refuge Manager

WMCC

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Jimmy Ray Forester
WMCC Board Chair WMWR

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Aaron Gibson
WMCC Board Member
Access Fund Regional Coordinator Oklahoma

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Terry Andrews
WMCC Board Member

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Ryan Ray
WMCC Board Member
Access Fund Regional Coordinator North & Central Texas

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Russell Hooper
WMCC Board Member/Treasurer