

2020-21 Disabled Hunter Companion Waiver and Release of Liability Agreement

**Weyerhaeuser Company
Northwest Region Recreation Access Program**

Disabled Hunter/Permit Holder ("DH") Name: _____

Disabled Hunter Dept. Of Fish & Wildlife Permit Number _____

Disabled Hunter Weyerhaeuser Recreational Permit Number: _____

1. Disabled Hunter Companion's Name (primary): _____

Address: _____

2. Disabled Hunter Companion's Name (alternate): _____

Address: _____

NOTE: Only one companion can be with permittee at a time.

Weyerhaeuser Company ("Weyerhaeuser"), requires that anyone recreating on a Weyerhaeuser Permit Area from August 1, 2020 to July 23, 2021, purchase a Recreation Access Permit. An exception has been made for the Companion Hunter who accompanies a hunter with a WDFW/ODFW approved Disabled Hunter permit under the following terms and conditions.

1. **Comply with all laws, rules and regulations.** The DH Companion agrees to comply with all laws of the State of Washington or Oregon-- depending on permit area location-- and of the United States, and to comply with the Weyerhaeuser Recreation Use Rules and Regulations that are hereby made a part of this waiver. This waiver grants the DH Companion the right to accompany the above named Disabled Hunter while he or she is recreating on the Weyerhaeuser Permit Area (the "Permit Area") as depicted on the map attached hereto; the specific permitted and prohibited activities are described in the Weyerhaeuser Recreation Use Rules and Regulations. This waiver is valid only for the period of **August 1, 2020 to July 23, 2021** unless terminated earlier for violation of the terms of this Waiver or the DH's Permit. The Permit Area may only be accessed through the gated entrances identified on the map. These access points are subject to change.
2. **Companion hunter only.** The DH Companion agrees that this Waiver is valid only when assisting the Disabled Hunter. **The DH Companion is NOT allowed to hunt using this waiver.** If the DH Companion desires to hunt with or without the Disabled Hunter, a Recreation Access Permit must be purchased. No business activities or uses are permitted. The DH Companion agrees that he or she is at least 18 years of age as of the date of this Waiver.
3. **Waiver; Identification.** The DH Companion agrees and understands that a copy of this Waiver must be on his or her possession at all times when on the Permit Area. Such copy and photo identification must be shown upon request to a Weyerhaeuser representative (including security) or law enforcement officer. The DH Companion agrees to follow instructions given by Weyerhaeuser representatives or law enforcement.
4. **Dangerous, primitive conditions, industrial and other activities.** The DH Companion acknowledges and understands that:
 - a. the Permit Area is unimproved timberland used primarily for the growing and harvesting of timber and other forest products;
 - b. conditions on the Permit Area can be dangerous and roads are primitive, may not be maintained, and unsigned;
 - c. other hazards may exist throughout the Permit Area that are unmarked and which may or may not readily apparent (including but not limited to down trees, logs, dead trees, tops or branches that may fall without warning,

logging slash, loose rocks, holes in the ground and soft spots, steep slopes and other slippery conditions, rock faces or cliffs);

- d. roads may be used at any time by logging trucks, rock trucks, other heavy logging and forestry equipment, forest management vehicles that may be used after dark for wildlife surveys;
- e. areas of the Permit Area may be subject to logging activities, including tree cutting and other dangerous activities; other forest management activities, including without limitation aerial fertilizing, herbicide spraying using ground and aerial methods (both helicopters and fixed wing aircraft) may occur;
- f. inherently dangerous activities, including but not limited to hunting, will occur on the Permit Area;
- g. maps provided by Weyerhaeuser are for Permittee's convenience only, may contain or reference information provided by third parties, the accuracy of which has not been confirmed by Weyerhaeuser, and such maps will not be relied upon by Permittee for navigation purposes;
- h. the Permit Area is remote, in some cases without cellular phone service or other means to summon medical aid should the same be needed, and that weather and road conditions are subject to change with little or no warning;
- i. Weyerhaeuser makes no representations or warranties concerning the fitness, suitability or safety of the Permit Area for any recreational uses made thereon under the Permit; and
- j. use of the Permit Area is non-exclusive; there may be Weyerhaeuser employees/personnel, security, and/or other permittees in the Permit Area at any time; bullying, harassment, or interference with the reasonable enjoyment of other permittees is strictly prohibited.

The DH Companion accepts and assumes the risks associated with the hazards and conditions on the Permit Area.

5. **Assumption of risk and waiver of liability claims.** The DH Companion **expressly assume all risks** associated with the Permit Area that are related in any manner whatsoever to their activities on the Permit Area, including without limitation all risks related to the condition of the Permit Area, including roads and other improvements, the forestry and other activities conducted by or on behalf of Weyerhaeuser, its subsidiaries and its lessees. **The DH Companion hereby waives all claims** against Weyerhaeuser, its subsidiaries and any of their lessees, contractors, employees, officers and directors, and other agents for personal injury, including death, or damage to property in connection with 1) the rights granted by this Waiver; and 2) the condition of the Permit Area, including without limitations the roads and other improvements and all other elements and hazards of the Permit Area.
6. **Indemnify and Defend.** By accepting this Waiver, the **DH Companion agrees to indemnify, defend and hold** Weyerhaeuser, its subsidiaries and any of their lessees, contractors, employees, officers and directors, and other agents **harmless** from and against all claims, liabilities, causes of action (including without limitation, those relating to personal injury, death or property damage), costs and expenses (including without limitation attorneys and experts fees and costs at trial and on appeal) of any nature whatsoever arising from or relating in any way to any actions or omissions of the DH Companion while being present on the Permit Area, including any activity in violation of this Waiver, including Weyerhaeuser Tree Farm Recreational Rules and Regulations (and including without limitation any claim brought by third party).
7. **Automobile Insurance.** The DH Companion agrees and represents that if the DH Companion is operating a motor vehicle on the Permit Area, he or she has adequate vehicle insurance as required by state law and that it is a valid and existing policy of insurance that will not be cancelled during the period covered by this Waiver. Upon request of Weyerhaeuser, the DH Companion shall cause his/her insurance company or agent to provide evidence of such insurance to Weyerhaeuser. Such insurance coverage shall be primary and shall be exhausted first notwithstanding any other valid insurance carried by Weyerhaeuser or others covering the same risk, including without limitation insurance procured by Weyerhaeuser for activities under this Waiver. The limits in or scope of the DH Companion's policy shall not limit the DH Companion's liability to Weyerhaeuser or others.
8. **No Transfer.** The DH Companion agrees that this Waiver may not be sold, gifted, or transferred in any way to a party.

9. **Rules and Regulations.** The DH Companion 1) represents that he/she has read the foregoing terms and conditions and the Weyerhaeuser Recreation Rules and Regulations and Special Conditions, and agrees to abide by all of them at all times; and 2) understands and agrees that any violation of the terms of this Waiver, including the Rules and Regulations, shall entitle Weyerhaeuser to terminate this Waiver and that the DH Companion may not be eligible for future Waivers or to purchase a Recreation Access Permit.

DH Signature: _____

DH Companion Signature (primary): _____

DH Companion Signature (alternate): _____

Date: _____

WEYERHAEUSER Representative Signature: _____

Title: _____

Date: _____