

Permit # _____ (2020)

Recreation Access Permit and Release of Liability –STATE
Access Agreement Terms, Rules and Regulations

THIS PERMIT AND ACCESS AGREEMENT (this “Agreement”) for Permit Area Name, is between Permittee NAME (“Permittee”) and Weyerhaeuser Company (“Weyerhaeuser”).

Permit Area Description: SEE ATTACHED MAP

Permit Fee: \$ _____

To apply for a Permit (defined below), Permittee must read, understand, and accept all of the terms of this Agreement, and acknowledge acceptance by checking the Agreed and Accepted box at the bottom of this form. Permittee’s submission of an application does not guarantee issuance of a Permit; Weyerhaeuser reserves the right, in its sole discretion, to refuse a Permit to anyone who has violated Permit Rules in the past. After Permit payment has been processed successfully and after Weyerhaeuser has approved the Permit purchase, Permittee will be issued an official Recreation Access Permit and Release of Liability document (the “Permit”).

1. **Compliance with Laws, Terms, Rules, and Regulations.** The Permit grants to Permittee and others described below the right to recreate on the property owned by Weyerhaeuser as approximately depicted on the map attached hereto as Exhibit A. The actual Permit Area (“Permit Area”) is identified on the Recreational Access Map and the Permit that will be located online in your permit account. In exchange for such recreational access, Permittee agrees to comply with all federal, state, and local laws and regulations while on Weyerhaeuser Property. Permittee further agrees to comply with all of the terms, rules, and conditions stated in this Agreement and on the Permit, as well as any special provisions or addenda that are made part of this Agreement or the Permit (collectively, the “Permit Rules”). Weyerhaeuser reserves the right to modify or supplement the Permit Rules at any time upon reasonable notice to Permittee. Permittee agrees to comply with all instructions given by Weyerhaeuser representatives or law enforcement.
2. **Permit Term and Access.** The Permit, once issued, is valid from August 1, 2020 to July 23, 2021 unless terminated earlier for violation of the Permit Rules. **NON-MOTORIZED access ONLY is allowed within the Permit Area. NON-MOTORIZED Permittees may not ride in any vehicle within the Permit Area.**
3. **Personal, Family Use Only.** Permittee agrees that the Permit is valid for personal recreational access on the Permit Area only. No commercial activities or uses are permitted. Access and use of the Permit Area is granted in an “as-is” condition and no additional accommodations, amenities, product or services will be provided to Permittee under any circumstance by Weyerhaeuser or its affiliates. The fee charged for the Permit is solely for personal access and use rights of the Permit Area.

The Permit may be used only by the Permittee, his or her legally married spouse, registered domestic partner (legally married and domestic partners are hereinafter and hereinbefore called “spouse”), and up to four (4) related children per adult 18 years of age and under as of July 23, 2021, who are accompanied by Permittee and/or spouse while on the Permit Area. No other persons are covered or authorized by this Agreement. Permittee represents that he or she is at least 18 years of age as of the date of this Agreement. All persons accompanying Permittee on the Permit Area must also adhere to the Permit Rules.

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4. **Permit and Identification.** Permittee agrees and understands that the Recreation Single Page Permit must be in the possession of the Permittee and/or spouse at all times while on the Permit Area. The Recreation Single Page Permit and Vehicle Placard are located in Permittee's online permit account under the Permit Documents section. The Recreation Single Page Permit and photo identification must be shown upon request by a Weyerhaeuser representative (including security) or law enforcement officer.
5. **Dangerous, Primitive Conditions, Industrial and Other Activities. PERMITTEE 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 recreational permittees in the Permit Area at any time; bullying, harassment, or interference with the activities and/or other reasonable enjoyment of other permittees is strictly prohibited.
6. **Assumption of Risk and Waiver of Liability Claims. PERMITTEE, FOR HIM/HERSELF AND FOR HIS/HER SPOUSE AND ANY OF THEIR RELATED CHILDREN (COLLECTIVELY, THE "PERMITTEE PARTIES") ENTERING THE PERMIT AREA UNDER THE TERMS OF THE PERMIT, 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 but not limited to those items identified in Section 5 above, conducted by or on behalf of Weyerhaeuser, its subsidiaries, contractors, or other permittees. **PERMITTEE HEREBY EXPRESSLY WAIVES FOR HIM/HERSELF AND THE PERMITTEE PARTIES ALL CLAIMS** against Weyerhaeuser, its subsidiaries and affiliates, and any of their permittees, 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 Agreement and/or the Permit; 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. **PERMITEE FOR HIM/HERSELF AND THE PERMITEE PARTIES FURTHER EXPRESSLY WAIVES ALL CLAIMS** against Weyerhaeuser, its subsidiaries and affiliates arising from any decision by Weyerhaeuser to revoke the Permit for cause, or to refuse to issue a new Permit in the future. **PERMITEE FOR HIM/HERSELF AND THE PERMITEE PARTIES ACCEPTS AND ASSUMES THE RISKS ASSOCIATED WITH THE HAZARDS AND CONDITIONS ON THE PERMIT AREA.**

7. **Indemnify and Defend.** PERMITEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS WEYERHAEUSER, its subsidiaries and affiliates, and any of their employees, officers and directors, permittees, contractors, and other agents 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 attorney and expert 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 Permittee and/or the Permittee Parties while present on or about the Permit Area, including without limitation any activity in violation of the Permit Rules (and including without limitation any claim brought by third parties or by or on behalf of a minor child or grandchild).
8. **Automobile Insurance.** Permittee agrees and represents that he or she has adequate vehicle insurance as required by state law for the vehicles identified on the Permit and that it is a valid and existing policy of insurance that will not be cancelled during the period covered by the Permit. Upon request of Weyerhaeuser, Permittee 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 the Permit. The limits in or scope of Permittee's policy shall not limit Permittee's liability to Weyerhaeuser or others.
9. **No Transfer.** Permittee agrees that the Permit may not be sold, gifted, or transferred in any way to any other party.
10. **No Refunds.** The Permit Fee is Non-Refundable.
11. **Termination.** The Permit may be terminated by Weyerhaeuser at any time, in Weyerhaeuser's sole discretion:
 - a. for any violation of the Permit Rules or the terms of this Agreement by Permittee or anyone accompanying Permittee. No refund will be given. Permittee further agrees and understands that violation of the Permit Rules may result in Weyerhaeuser's denial of future permit applications, in Weyerhaeuser's sole discretion; or
 - b. upon sale of all or a portion of the Permit Area. In the case of a complete termination of the Permit due to a sale of all or a portion of the Permit Area, a refund will be given based on any unused remaining term of the Permit. In the case of a partial termination (removing certain property from the Permit Area), no refund will be given.
12. **Access.** Access is allowed 7 days per week from one and one-half (1-1/2) hours before sunrise to one and one-half (1-1/2) hours after sunset. **The Permit is a NON-MOTORIZED access permit. Permittee is not allowed to ride in any motor vehicle while in the Permit Area.**
13. **Boundaries of Permit Area.** Permittee must familiarize himself/herself of the location of the boundaries of the Permit Area and not cross beyond the boundaries.

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- 14. Lost Permit.** A lost or stolen Permit will not be replaced. No refund will be given.
- 15. Gates.** Do not park or block a gate when parking outside the Permit Area. Vehicles blocking roads or gates or otherwise interfering with operations will be towed immediately at owner's expense.
- 16. Vehicles; Drones.** **Motorized vehicles are strictly prohibited in the Permit Area.** This includes but is not limited to, side-by-sides, ORVs, ATVs, snowmobiles, dune buggies, electric assisted bicycles, motorcycles and similar motorized conveyances. The use of drones of all types (commercial, recreational, etc.) is strictly prohibited on or about the Permit Area.
- 17. Accidents.** Permittee must report all accidents or safety incidents to Weyerhaeuser within 24 hours of occurrence to the email address shown on the last page of this document.
- 18. Fire Prevention.**
- Permittee must call 911 if any fires are observed.
 - No fireworks are permitted on the Permit Area at any time.
 - No smoking is allowed.
 - In **Washington**, fire season is April 15 to October 15 per state law but may be extended in extreme fire conditions. <https://fortress.wa.gov/dnr/protection/ifpl/>
 - In **Oregon**, the fire season varies and is defined by the Department of Forestry on their web page <https://gisapps.odf.oregon.gov/firerestrictions/ifpl.html>
- 19. Closure of Permit Area; Areas to be Avoided.** Weyerhaeuser reserves the right to close the Permit Area in case of fire danger or other extreme conditions, including without limitation any conditions that may cause excessive damage to roads. In addition, portions of the Permit Area where active logging, road construction, rock pit work or other commercial operations or forest management (including but not limited to tree planting, ground or aerial application of herbicides, and other areas where forestry or other workers are working) are underway are strictly off-limits and must be avoided by Permittee at all times, whether such areas are signed or not. Permittee must be alert to and obey all signs posted on the Permit Area, including but not limited to road closure signs and barriers as well as signs identifying areas with ongoing or recent management activities (such as logging equipment, rock pits, areas recently treated with herbicides, etc.).
- 20. Hunting and Trapping.** If Permittee wishes to hunt on the Permit Area, he/she must comply with all State and local hunting regulations, including but not limited to license, method, and bag requirements. Additional hunting restrictions inside the Permit Area include:
- Hunting at night is prohibited: The Permit Area is **NOT** open to hunting at night year-round regardless of open season posted in the hunting regulations. Consult the State hunting regulations for posted start and end times.
 - Use of dogs for pursuit and/or hunting small game, when allowed by State and local hunting regulations, is only allowed December 1 – March 15.
 - Do not leave animal carcasses or gut piles in the roads, ditches or in front of gates.
 - No trapping is allowed within the Permit Area.
 - No commercial sales of animal fur/pelts.
- 21. Shooting.** All of these activities are PROHIBITED: target shooting, explosive targets, paintball and airsoft guns.

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22. Hunting Stands. Stands are allowed with the following rules:

- Construction and installation of stands must not damage any tree species. Nails, spikes, lag bolts, cotton spindles, support cable or screw-in steps are prohibited.
- Portable stands are allowed.
- Stands are not permitted between the ditch lines of any road and must allow for road maintenance activities.
- Stands may be left in the woods, but Weyerhaeuser assumes no liability for damages or theft of stands.

23. No Dumping Allowed. No littering, dumping or burying of garbage is allowed. Pack it in and pack it out. Permittee will not possess or dispose of any hazardous substance on the Permit Area.

24. Berry and Mushroom Picking Permittee may pick berries (limit of 3 gallons per permit per year) and mushrooms (limit 5 gallons per permit per year) for personal consumption only. Permittee may not be in possession/ transport more than 1 gallon of berries and mushrooms at a time. No transporting of berries or mushrooms from other property across Weyerhaeuser property.

25. No Removal of Specialty Forest Products. Permittee may not remove any Specialty Forest Products from the Permit Area. These products include but is not limited to; truffles, boughs, salal, fern fronds, moss, bark, roots, seedlings, transplants, Christmas trees, bear grass, shrubs, cedar, and yew.

26. Alcohol/Drugs. Permittee shall not use or possess alcohol or drugs that are illegal under state or federal law while on the Permit Area. Permittee shall not enter or remain on the Permit Area while under the influence of alcohol or drugs that may cause impairment of Permittee in the operation of a vehicle, firearm, or in engaging in any other recreational activity on the Permit Area.

27. Damage to Natural Resources. No cutting of or injury to any trees, shrubs or other forest products is allowed. Do not place any nails, screws, or other metal objects in trees. If Permittee violates the foregoing requirements, Permittee agrees to pay Weyerhaeuser three times (3x) the value of the trees cut or injured. There shall be no rock collecting, gold panning, prospecting or archeological artifact disturbance permitted on the Permit Area.

28. Laws. The Permit is governed by and shall be construed under the substantive law of the State of _____.

Acknowledgment. By signing below, Permittee: 1) represents that he/she and his/her spouse have read the foregoing Agreement and Permit Rules, understand them, agree to abide by them at all times, and will ensure that all persons accompanying Permittee also abide them; and 2) acknowledges that he/she understands and agrees that any violation of the Permit Rules shall entitle Weyerhaeuser to terminate the Permit without a refund, and to deny future permit applications in Weyerhaeuser's sole discretion.

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THIS PERMIT AND ACCESS AGREEMENT for «AreaName», is between «ContracteeName» (“Permittee”) and «CompanyName» (“Weyerhaeuser”).

Permit Area Description: SEE ATTACHED MAP

Permit Fee: «Fee»

PERMITTEE:

Signature: _____

Address: _____

Date: _____

WEYERHAEUSER COMPANY:

Date: _____

Email: NorthwestAdmin@weyerhaeuser.com

SAMPLE

Exhibit A – Approximate Permit Area

SAMPLE