

Permit # «Number» («ContractDate»)

Recreation Access Permit and Release of Liability – «State»
Access Agreement Terms, Rules and Regulations

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

Permit Area Description: SEE ATTACHED MAP

Permit Fee: «Fee»

To apply for a Permit (defined below), Permittee must read, understand, and accept all 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; OFAC.** 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 that will be mailed along with the Permit. In exchange for such recreational access, Permittee agrees to comply with all federal, state, and local laws and regulations while on the Permit Area or any other 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.

Permittee certifies that, at all times during the term of this Permit, neither Permittee nor any other person authorized under this Permit is a person or entity with whom U.S. companies are restricted from doing business, including under the regulations of the Office of Foreign Asset Control (including those named on OFAC's Specially Designed and Blocked Persons List), the U.S. Department of Commerce's Denied Persons List, or the U.S. Department of State's Debarred Persons List, or under any statute, regulation, executive order, the USA Patriot Act, or other governmental action. Weyerhaeuser may immediately terminate this Permit with no refund if the certification is at any time untrue.

2. **Permit Term and Access.** This Permit is valid from «StartDate» to «EndDate» unless terminated earlier in accordance with the terms of this Agreement. **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 to 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 to and use rights of the Permit Area.

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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 nineteen (19) years of age and under as of July 23, 2022, 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 eighteen (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.

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. The vehicle placard must be displayed and visible on the Permittee's dash at all times while parked at Weyerhaeuser gates and property. Weyerhaeuser reserves the right for itself, its representatives (including security), and/or law enforcement to stop and cause Permittee or any other person authorized to use property of Weyerhaeuser under this Permit to present valid identification, the Recreation Access Single Permit, or any other reasonable documentation, while on or about the Permit Area or on any other Weyerhaeuser property.

4. Dangerous, Primitive Conditions, Industrial and Other Activities. PERMITTEE ACKNOWLEDGES AND UNDERSTANDS THAT:

- a. the Permit Area and other Weyerhaeuser property in the area are unimproved timberland used primarily for the growing and harvesting of timber and other forest products;
- b. conditions on the Permit Area and other Weyerhaeuser property in the area can be dangerous and roads are primitive, may not be maintained, and unsigned;
- c. other hazards may exist throughout the Permit Area and other Weyerhaeuser property in the 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 and other Weyerhaeuser property in the 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 activities and/or other reasonable enjoyment of other permittees is strictly prohibited.

5. **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. **PERMITTEE FOR HIM/HERSELF AND THE PERMITTEE 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. **PERMITTEE FOR HIM/HERSELF AND THE PERMITTEE PARTIES ACCEPTS AND ASSUMES THE RISKS ASSOCIATED WITH THE HAZARDS AND CONDITIONS ON THE PERMIT AREA.**

6. **Indemnify and Defend.** PERMITTEE 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 and invitees for, 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 or other Weyerhaeuser property, 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).

7. **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 this 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 this Permit. The limits in or scope of Permittee's policy shall not limit Permittee's liability to Weyerhaeuser or others.

Permittee must register the vehicle(s) to be used in the Permit Area in their Weyerhaeuser My Account prior to bringing any such vehicle(s) on Weyerhaeuser property. Any changes to the registered vehicle(s) will require Permittee to re-print their Recreation Access Single Page Permit

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8. **No Transfer.** Permittee agrees that the Permit may not be sold, gifted, or transferred in any way to any other party.
9. **No Refunds.** The Permit Fee is Non-Refundable except as specifically set forth in Section 11(b) below.
10. **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. Immediately upon any such violation (including at the scene), or as part of any termination pursuant to this Section 12(a), Weyerhaeuser representatives (including security) or law enforcement, may confiscate any permit keys and/or hang tags issued with this Permit. Permittee further agrees and understands that violation of the Permit Rules may result in Weyerhaeuser's denial of future permit applications; and
 - 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.
11. **Access.** Access is allowed seven (7) days per week from ninety (90) minutes before sunrise to ninety (90) minutes after sunset. **The Permit is a NON-MOTORIZED day use access permit. Permittee is not allowed to ride in any motor vehicle while in the Permit Area.**
12. **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.
13. **Keys and Hang Tags; Replacement.** All keys and hang tags remain the sole property of Weyerhaeuser and may be used by Permittee during the term of this Permit. Permittee may retain the key and hang tag at the expiration of the term of this Permit unless otherwise directed by Weyerhaeuser. Weyerhaeuser will consider replacing lost or stolen keys and hang tags. Email NorthwestAdmin@weyerhaeuser.com immediately with an explanation as to why you require replacement key(s) or hangtag(s). There is a \$50 fee to replace each lost or stolen key or hang tag. Weyerhaeuser reserves the right to deny replacement requests in Weyerhaeuser's sole and absolute discretion.
14. **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.
15. **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.
16. **Accidents.** Permittee must report all accidents or safety incidents to Weyerhaeuser within twenty-four (24) hours of occurrence to the email address shown on the last page of this document.

17. Fire Prevention.

- Permittee must call 911 if any fires are observed.
- No fireworks are permitted on the Permit Area or other Weyerhaeuser property at any time.
- No smoking is allowed.
- No Campfires 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>

18. 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 and other Weyerhaeuser property in the 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.).

19. 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.

20. Shooting. All of these activities are PROHIBITED: target shooting, explosive targets, paintball and airsoft guns.

21. 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.

22. 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.

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

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

25. No Rockhounding Permittee may not remove any rocks or minerals from the Permit Area. This includes, without limitation, no digging of agates or gold panning.

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 or any other Weyerhaeuser property. 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 «State».

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 this Permit without a refund, and to deny future permit applications in Weyerhaeuser's sole discretion.

Permit # «Number» («ContractDate»)

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: «ContracteeName»

Address: «ContracteeAddress»

Date: «ContractDate»

«CompanyName» (“Weyerhaeuser”):

Date: «WYSignedDate»

Email: «ManagerEmail»

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