

RECREATIONAL ACCESS TERMS WITH RELEASE OF LIABILITY

These Recreational Access Terms with Release of Liability form a part of and together with the above License constitute the License Agreement (the “**License**”) between **Licensor** and **Licensee**. The License allows access to the Property on a non-exclusive basis, for recreational purposes, on and at all times subject to the following terms and conditions:

1. **Property Access.** Licensee may access the real property of Licensor identified on *Exhibit A* (the “**Property Map**”) on a temporary, non-exclusive, and revocable basis for the License Term. The License allows access for Licensee and Companion(s), if allowed and as specified in the conditions of use set forth on *Exhibit B*. Licensee is responsible for all Companions and ensuring their strict compliance with the terms of the License. Any act or omission of any Companion will be attributed to Licensee and Licensee will be fully liable to Licensor regarding the same. Licensee and any adult Companion will at all times carry and, upon request, show a copy the License and photo identification to any law enforcement officer and any Licensor representative upon request.

2. **Use of Property.** Licensee may use the Property solely for non-commercial recreational purposes. Licensee shall, and shall ensure that all Companions, at all times comply with (a) all applicable laws, statutes, ordinances, orders, rules and regulations applicable to the Property or the activities of Licensee, or that are promulgated by any governmental authority or agency having jurisdiction over the Property or Licensee, including but not limited to any and all laws pertaining to environmental protection, safety, controlled substances, game and fish, and cultural resources or archaeological sites (collectively, “**Laws**”), (b) the conditions of use set forth on *Exhibit B*, and (c) all other all requests and requirements of Licensor with respect to the Property, any access to the Property, and all activities conducted thereon, including, without limitation, all rules and requirements relating to motor vehicle use, gates, and preventing unauthorized the Property access. Licensee shall obtain and maintain any and all licenses required by Laws. Licensee represents and warrants that Licensee and Companions have not had any violations of game or fish laws within the past five years.

3. **Concurrent Use.** Licensor reserves for itself and for the Licensor Parties the right at all times for any purpose, to simultaneously use, cross and re-cross the Property in any manner and at all locations. Licensee shall in no way interfere with Licensor’s access to the Property or at any time block any routes of ingress and egress through the Property. Access through the Property can be denied, revoked, or suspended by Licensor if, as determined by Licensor in its sole and absolute discretion, use of the Property by Licensee creates a safety problem or interferes with Licensor’s operations on the Property. Licensor is primarily in the timber and forest products industry and Licensor will utilize the Property in connection with logging, harvesting and other timber related activities pertaining to the cultivation, growing and harvesting of timber and, as such, Licensee acknowledges, understands and agrees that Licensee’s use of the Property shall not, at any time, interfere with Licensor’s utilization of the Property for such purposes or any other purposes whatsoever desired by Licensor in its sole and absolute discretion. No rights granted under the License shall cause any restrictions or limitations to any operations conducted by Licensor or any Licensor Party. All rights under the License are subordinate to all other activity Licensor or Licensor Parties may conduct or allow to be conducted on the Property, including but not limited to forestry operations, aerial spraying, road building, logging and burning. Further, the License is granted subject to any existing or future easements, servitudes, surface, leases and other types of occupancy agreements that may affect the Property and is also subject to any existing or future, gravel, mineral and other leases that may affect the Property.

4. **Indemnification.** Licensee agrees to indemnify, defend, and hold harmless the Property, Licensor, Campbell Global, LLC, a Delaware limited liability company (“**Campbell**”), and each of their affiliates, and the officers, directors, partners, members, managers, employees, agents, successors, and assigns of each of the foregoing (including Licensor, each a “**Licensor Party**” and, collectively, the “**Licensor Parties**”), for, from, and against all claims, causes of action, losses, damages, penalties, fines, suits and liabilities of every kind and nature, including all expenses of litigation, court costs and attorneys’ fees, for damage to any property, or for injuries to or sickness or death of any person (collectively, “**Losses**”), caused by, arising out of or related, directly or indirectly, to (a) the grant of the License, (b) Licensee’s use of the Property or anything done, permitted, suffered, or omitted by Licensee or any of the Companions on or about the Property, and/or (c) any breach of the License by Licensee or any Companion. The indemnity obligations of Licensee apply regardless of whether (i) any Losses are caused in whole or in part by any defect in or condition of the Property or any improvements thereon, whether known or unknown to any Licensor Party, or (ii) any Losses are contributed to by the negligence or fault of any Licensor Party; provided that Licensee is not obligated to indemnify any Licensor Party for any Losses solely caused by the gross negligence of a Licensor Party.

5. **Motor Vehicles.** In the interest of safety, Licensee agrees that in the operation of all motor vehicles on the Property, Licensee shall drive in a safe and responsible manner, and Licensee will be solely liable and responsible for the consequences of the operation of any such vehicles. Before commencing any activities or entering onto the Property with a licensed motorized vehicle, Licensee shall maintain in full force and effect at all times while on the Property, automobile insurance policies with minimum limits as required by the State of Washington and will provide evidence of such insurance to Licensor upon request. Licensee's insurance coverage shall be primary, exclusive of any coverage carried by the Licensor Parties, or any of them, and shall be exhausted first notwithstanding that the Licensor Parties, or any of them, may have other valid and collectible insurance covering the same risk. No provision herein with regard to insurance shall reduce or change the indemnity obligations in License, nor limit Licensee's liability under License or otherwise to the scope or the amount of the insurance coverage.

6. **WARNING! POSSIBLE DANGEROUS CONDITIONS!** Licensee is cautioned that the Property is primarily used for the production of forest products and that the Property may contain very dangerous conditions (including the presence of log trucks, rock trucks or other forest harvesting and management vehicles, equipment and operations including chemical application). Roads and sites on the Property are primitive and may not be maintained. AS A MATERIAL PART OF THE CONSIDERATION FOR THE LICENSE, LICENSEE HEREBY ACCEPTS THE PROPERTY, STRUCTURES AND IMPROVEMENTS, IN THEIR RESPECTIVE "AS IS" – "WHERE IS" CONDITIONS AND WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAWS, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED BY LICENSOR AND THE LICENSOR PARTIES. LICENSEE, FOR ITSELF/THEMSELVES AND FOR THE COMPANIONS, HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY OF LICENSEE AND ALL COMPANIONS ARISING FROM OR RELATED TO THE USE, CONDITIONS, LOCATIONS, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY AND USE THEREOF BY LICENSEE AND ALL COMPANIONS.

7. **Waiver; Release.** LICENSEE, FOR THEMSELVES AND FOR THE COMPANIONS, AGREES TO UNCONDITIONALLY RELEASE, DISCHARGE AND FOREVER HOLD HARMLESS THE LICENSOR PARTIES FOR AND FROM ANY AND ALL LOSSES FOR WHICH THE LICENSOR PARTIES, OR ANY ONE OF THEM, MIGHT OTHERWISE BE OR BECOME LIABLE, IN ANY MANNER ARISING OR RESULTING FROM, CAUSED BY, CONNECTED WITH OR RELATED TO THE PRESENCE OF LICENSEE OR ANY COMPANION UPON THE PROPERTY, REGARDLESS OF HOW, WHERE, OR WHEN ANY SUCH LOSSES OCCUR, EVEN IF CAUSED BY THE NEGLIGENCE OR MORE CULPABLE CONDUCT OF AN LICENSOR PARTY, OR DUE TO CONDITIONS ON OR DEFECTS IN THE PROPERTY, WHETHER OR NOT SUCH DEFECT OR CONDITION WAS KNOWN BY ANY OF THE LICENSOR PARTIES. LICENSEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAWS) (A) ANY CLAIMS UNDER FEDERAL LAW, STATE LAW, OR OTHER LAW THAT LICENSEE MIGHT OTHERWISE HAVE AGAINST ANY LICENSOR PARTY FOR ANY LOSSES, INCLUDING FOR INJURY OR DEATH TO PERSONS, OR FOR LOSS OR DAMAGE TO PROPERTY, AND SHALL REIMBURSE LICENSOR FOR ANY COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF THE SAME, IF SUCH LOSSES WERE CAUSED OR CONTRIBUTED BY ANY ACT, OMISSION, OR PRESENCE UPON THE PROPERTY OF LICENSEE OR ANY COMPANION, AND (B) ANY DEFENSE AGAINST OR LIMITATION UPON ITS LIABILITY TO THE LICENSOR PARTIES, OR ANY ONE OF THEM, CREATED BY LAWS OR BY THE INDEMNIFICATION OR OTHER PROVISIONS OF THE LICENSE.

8. **Minors.** Licensee represents and warrants that he or she is at least eighteen years of age as of the Date Executed. With regard to any Minors, Licensee and any non-minor Companion shall ensure that the applicable Minor at all times while on the Property does not violate any of the Conditions of Use, other terms of the License, or any other rules or regulations promulgated by Licensor from time to time in its sole discretion, and fully complies with all Laws, including (without limitation) all hunting and fishing laws and regulations and any other Laws pertaining to the use of firearms or vehicles by a Minor. Licensee will defend, indemnify, and hold harmless the Property and the Licensor Parties for, from, and against any Losses incurred in connection with any claim, action, or suit brought by or on behalf of such Minor or by any Companion or any third party which might arise from or in connection with such Minor's use of and presence on the Property. Any Companion who fails to comply with the requirements set forth in this paragraph while upon the Property (and any applicable Minor) shall be deemed a trespasser against Licensor, and Licensee shall in turn defend, indemnify, and hold harmless the Indemnified Parties for, from, and against any Losses, including (without limitation) injury or death, resulting from or emanating from the presence of such trespassers on the Property or from claims by, or on behalf of, such trespassers. Notwithstanding anything in the License to

the contrary, and for the avoidance of doubt, no Minor is allowed on the Property pursuant to this Agreement unless accompanied by the adult Licensee.

9. **Rescue Services.** The Licensors shall not be obligated to provide any rescue services or any other type of emergency services on the Property. However, if any Licensors do engage in such emergency services on behalf of Licensee or any Companion, Licensee shall reimburse Licensors for all costs and expenses incurred in performing such services immediately upon receipt of invoice with regard to the same, and will hold the Licensors harmless from and against any and all Losses resulting from any such emergency services.

10. **Default; Remedies.** The License will be governed by and interpreted under the laws of the State of Washington. No amendment, modification or waiver of any provision the License shall be effective unless in writing and signed by the party to be charged thereby. Failure by Licensee to comply with any of its duties or obligations hereunder may result in (a) the immediate termination of the License and/or Licensee's right to use the Property by Licensors, and/or (b) Licensee being permanently banned from applying for any license in the future and accessing any Licensors property, each in Licensors's sole and absolute discretion and without reimbursement to Licensee of any kind. In the event of any default by Licensee hereunder, Licensors shall be entitled to seek and enforce any remedy available to Licensors under applicable Laws. Any and all remedies of Licensors for Licensee's default shall be cumulative and shall be in addition to other remedies provided by any Laws or in equity.

11. **Property Damage.** Licensee shall exercise reasonable diligence and care while upon the Property to ensure that no damage is done to the Property and/or to any resources, habitat, flora, fauna, improvements, and equipment located on the Property. Licensee shall not cut, damage, destroy, or remove any standing or downed timber located on the Property, except firewood cutting as allowed under Exhibit B.

12. **Termination.** The License may be terminated by Licensors at any time, with or without cause. If Licensors terminates the License without cause, the pro rata share of any fee paid by Licensee to Licensors for the License for the number of days terminated shall be returned to Licensee, and Licensors's only liability for such termination shall be with regard to the payment of such pro rata share to Licensee. Licensors reserves the right to transfer or convey its interest in all or any portion of the Property or modify the acreage related to the Property. In such event, Licensee will be notified of the transfer or change to the Property with written notice via email to the email address provided and, unless Licensors elects to assign the License to any new fee owner of the Property, the License will terminate and the pro rata share of any fee paid by Licensee to Licensors for the License for the number of days terminated shall be returned to Licensee.

13. **Personal Rights.** The rights granted to Licensee by the License are personal to and for the sole use of Licensee. The License may not be sold, assigned, or in any manner transferred or encumbered in whole or in part by Licensee. Any attempted sale, assignment, sublicense, or other attempted transfer by Licensee shall be void and shall act to immediately terminate all rights of Licensee under the License. Any violation of the terms of the License by Licensee or any Companion may result in immediate forfeiture of License and loss of the cost of License.

14. **License Administration.** Campbell will administer the License on behalf of Licensors, and all daily dealings between Licensee and Licensors will be through Campbell, unless Licensors otherwise notifies Licensee in writing. Licensee consents to having the License provided to Licensee in electronic form with counterpart execution and to sign the License electronically, which signature shall have the same effect as an original.

15. **Affirmation.** LICENSORS WOULD NOT HAVE GRANTED THE LICENSE WITHOUT AN EXPRESS ASSUMPTION OF ALL RISKS, WAIVER, RELEASE, AND OBLIGATION TO INDEMNIFY BY LICENSEE, ALL SUCH TERMS BEING A MATERIAL PART OF THE CONSIDERATION FOR THE LICENSE THAT WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE LICENSE AND BE FULLY ENFORCEABLE THEREAFTER. EACH OF THE LICENSORS PARTIES ARE INTENDED THIRD-PARTY BENEFICIARIES OF THE LICENSE.

EXHIBIT A
PROPERTY MAP

Available on www.myoutdooragent.com

EXHIBIT B
RECREATIONAL LICENSE – CONDITIONS OF USE
Available on www.myoutdooragent.com