

Permit # \_\_\_\_\_ (2015)

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

THIS PERMIT AND ACCESS AGREEMENT for \_\_\_\_\_, is between \_\_\_\_\_  
("Permittee") and Weyerhaeuser Company ("Weyerhaeuser").

Valid from \_\_\_\_\_ to \_\_\_\_\_

Permit Area Description: SEE ATTACHED MAP

To apply for a Permit, Permittee must read, understand, and accept all of the terms of this Access Agreement (the "Agreement"), and acknowledge acceptance by checking the Agreed and Accepted box at the bottom of this form. After Permit payment has been processed successfully, Permittee will then be issued an access permit (the "Permit") which will become valid upon Permittee's receipt of the Permit and an official acceptance notice from Weyerhaeuser.

- 1. Compliance With Laws, Terms, Rules, and Regulations.** This Permit grants to Permittee and others described below the right to recreate on the property owned by Weyerhaeuser as depicted on the map attached hereto as Exhibit A (the "Permit Area"). 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.** This Permit is valid only for the period set forth above, unless terminated earlier for violation of the Permit Rules. Motorized vehicle access to and from the Permit Area is allowed only through the access points identified on the map attached as Exhibit A. These entry points may change due to active operations. The Hotline or Website will be updated with any changes.
- 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 service 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.

This 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 their children or grandchildren 18 years of age and under as of \_\_\_\_\_, 2015 who are in the accompaniment of the 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.

4. **Permit, Hang Tag, Identification.** Permittee agrees and understands that the Permit must be displayed and/or in the possession of the Permittee and/or spouse at all times while on the Permit Area. The Permit and photo identification must be shown upon request by a Weyerhaeuser representative (including security) or law enforcement officer. The hang tag provided by Weyerhaeuser must be displayed on the rear view mirror of the Permittee's vehicle at all times while on Weyerhaeuser property.
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 and unsigned;
  - c) other hazards may exist throughout the Permit Area that are unmarked and not readily apparent;
  - 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 this Permit; and
  - j) use of the Permit Area is non exclusive; there may be other permittees in the Permit Area at any time; bullying, harassment, or interference with the reasonable enjoyment of other permittees is strictly prohibited.
6. **Assumption of Risk and Waiver of Liability Claims.** **PERMITTEE AND HIS/HER SPOUSE, FOR THEMSELVES AND FOR ANY CHILDREN OR GRANDCHILDREN ENTERING THE PERMIT AREA UNDER THE TERMS OF THIS 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 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 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 ACCEPTS AND ASSUMES THE RISKS ASSOCIATED WITH THE HAZARDS AND CONDITIONS ON THE PERMIT AREA.**

- 7. Indemnify and Defend.** PERMITTEE AND HIS/HER SPOUSE AGREE 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 his/her spouse and/or children/grandchildren) while present on 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 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.
- 9. No Transfer.** Permittee agrees that this Permit may not be sold, gifted, or transferred in any way to any other party.
- 10. Termination.** This Permit may be terminated by Weyerhaeuser at any time, in Weyerhaeuser's sole discretion, 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.
- 11. Vehicles.** Motorized vehicles used to access the Permit Area are allowed to access the Permit Area only and must be licensed, street legal and have a properly functioning exhaust system. Vehicles larger than one ton are prohibited.
- 12. Driver's License.** Permittee and anyone operating a motor vehicle on the Permit Area is required to have a valid state driver's license.
- 13. Closure of Permit Area.** Weyerhaeuser reserves the right to close the Permit Area in case of extreme fire danger or other extreme conditions, including without limitation any conditions that may cause excessive damage to roads. Areas where active logging, road construction, or other commercial operations or forest management are underway are strictly off-limits and must be avoided by Permittee at all times, whether such areas are signed or not. Permittee must obey all signs on the Permit Area.
- 15. Hunting License.** If Permittee wishes to hunt on the Permit Area, he/she must do so within lawfully established hunting seasons and only when in possession of a lawful Washington State hunting license and all required tags or permits. No target shooting is permitted.

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16. **Vehicle Travel.** Any authorized travel by motorized vehicle on the Permit Area shall be limited to rocked roads.
17. **Fireworks.** No fireworks are permitted on the Permit Area at any time.
18. **Smoking.** No smoking is allowed outside the cab of a motor vehicle.
19. **Alcohol/Drugs.** Permittee shall not use or possess alcohol, be under the influence of alcohol, use or possess drugs that are illegal under state or federal law while on the Permit Area.
20. **Pets.** Dogs and other domestic pets must be kept in Permittee's control at all times.
21. **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. Activities outside the Permit Area will be considered a trespass and violation of the Permit Rules.
22. **No Dumping Allowed.** No littering, dumping or burying of garbage is permitted. Pack it in and pack it out. Permittee will not possess or dispose of any hazardous substance on the Permit Area.
23. **Driving.** Drive with HEADLIGHTS ON at all times, on the right side of the road. Be alert for oncoming traffic, including heavy trucks and equipment. Logging and forest management traffic has the right-of-way; be prepared at all times to yield to them. Drive safely at all times, with driver and all passengers secured with seat belts at all times. Permittee must be able to stop within one-half of his or her sight distance. Permittee must report all accidents to Weyerhaeuser by using the email address shown in the Special Provisions section within 24 hours of occurrence.
24. **Lost Keys or Permit.** A lost key, hang tag or Permit will not be replaced. No refund will be given.
25. **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.
26. **Laws.** The Permit is governed by and shall be construed under the substantive law of the State of Washington.

### **Special Provisions**

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**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.

**PERMITTEE:**

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**WEYERHAEUSER COMPANY:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**Exhibit A – Permit Area**