

RELEASE

This Release (the "Release") is executed on April 19th, 2018 ("Effective Date") by _____ ("Visitor") (collectively, the "Parties"). Visitor desires to come upon real property owned by Sierra Pacific Industries ("SPI") and located in **Sierra Village, Tuolumne County, California (APN TU-02804014, TU-02317002)** (the "Property"), during the time period of **April 19th** through **April 20th**, during which time Visitor intends to **participate in the Forestry Challenge event** (the "Activity").

1. **Recreational Use.** Visitor understands and agrees to all of the following: (a) the Activity constitutes a "recreational purpose" under California Civil Code Section 846 and that Visitor is a recreational user under such code section; (b) Visitor is entering into this Release voluntarily; and (c) SPI is giving Visitor permission to come upon the Property and perform the Activity, and that SPI does not expressly invite and has not in the past expressly invited Visitor, and nothing in this Release shall be construed to constitute an invitation by SPI, to visit or come onto the Property.

2. **Inspection of Premises; Waiver; Assumption of Risk.** In consideration of being permitted to enter into, about and upon the Property for any purpose, Visitor hereby acknowledges, agrees and represents that Visitor have inspected the Property and all facilities and equipment thereon, and that Visitor finds and accepts same as being safe and reasonably suited for the purposes of Visitor or that Visitor will inspect the Property and all facilities and equipment thereon immediately upon entering the Property and that Visitor will find and accept same as being safe and reasonably suited for the purposes of Visitor prior to Visitor's and such other persons' use of the Property and any facilities or equipment thereon for any purpose. Visitor acknowledges and understands that the Property is the site of an industrial manufacturing facility or a timber production or timber harvest site on and around which may be operated or exist substantial amounts of heavy equipment, catwalks, moving conveyors, saw lines and similar industrial manufacturing or timber production or harvesting equipment. Visitor further acknowledges and understands that there are inherent dangers in industrial facilities used to manufacture lumber or lumber products and in forests managed for timber production and Visitor may wish to learn more about these hazards before entering upon the Property or Visitor may wish to decline to enter upon the Property as a means of eliminating any risks associated with such an entry.

In further consideration of being permitted to enter into, about and upon the Property for any purpose, Visitor hereby agrees to release, waive, discharge and covenant not to sue SPI, its parents, affiliates and subsidiary companies and their respective directors, officers, employees and agents ("Releasees") for any and all liability to Visitor and his or her successors, assigns, personal representatives, heirs, next of kin, executors and trustees for any damages, loss, costs or expenses, and any claims, demands or suits therefore, on account of bodily injury, sickness, disease or death, or injury to or destruction of property, whether caused by the acts, failures to act, or other conduct of the Releasees or otherwise, while Visitor is in, upon or about the Property or using any facilities or equipment thereon. Visitor waives all rights under Section 1542 of the California Civil Code, which provides as follows:

GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXISTS IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Visitor hereby assumes full responsibility for and risk of bodily injury, sickness, disease or death, or injury to or destruction of property, whether caused by the acts, failures to act or other conduct of Releasees or otherwise, while Visitor is in, about or upon the Property or using any facilities or equipment thereon.

3. **Insurance.** In the event any Visitor shall be operating a motor vehicle on SPI's Property in connection with the Activity, at all times during the term of this Agreement, Visitor shall procure and maintain, at its own expense, automobile liability insurance in compliance with requirements of California law and shall present proof of such insurance coverage or financial responsibility to any SPI representative upon request. In the event Visitor is ever discovered to be operating a motor vehicle on SPI's Property without proof of such insurance, SPI may immediately terminate this Agreement upon oral notice to Visitor.

4. **Compliance with Laws and Rules.** Visitor expressly understands and agrees that Visitor is responsible for abiding by and complying with all "Laws," including but not limited to all federal, state, county, and local laws, rules, codes, regulations and ordinances (individually "Law" and collectively "Laws").
5. **No Smoking or Tobacco Products.** No smoking or tobacco use is permitted on the Property at any time.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have hereunto set his/her hand and executed this Release upon the Effective Date.

VISITOR

Printed Name: _____

[FOR SIERRA PACIFIC INDUSTRIES USE ONLY: Activity Authorized By:
Aaron L. Smith, Sierra Pacific Industries]

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