

FACILITIES TOUR WAIVER AND RELEASE

Date of Facility Tour: April 20, 2023

Location of Facility Tour: SPI Standard Mill ("Property")

I hereby acknowledge that upon request, I may inspect the Property and all facilities and equipment thereon prior to entry upon the Property. I acknowledge that the Property is the site of an industrial manufacturing facility on which may exist operating heavy equipment, catwalks, moving conveyors, saw lines and similar industrial manufacturing equipment. I further acknowledge and understand that there are inherent dangers in industrial facilities used to manufacture lumber or lumber products. I further understand that I may request additional information to learn more about these hazards before entering upon the Property or I may decline to enter, or may preclude my minor child or ward from entering, upon the Property as a means of eliminating any risks associated with such entry.

In consideration of being permitted to enter the Property for any purpose, I hereby agree to release, waive, discharge and covenant not to sue Sierra Pacific Industries, its parents, affiliates and subsidiary companies and their respective directors, officers, employees and agents for any and all liability to myself or, if applicable, my minor child or ward, for any damages, loss, costs or expenses, and any claims, demands or suits therefor, 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 Sierra Pacific Industries or otherwise, while I am in, upon or about the Property. I agree to waive 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 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I expressly understand and agree that I am responsible for abiding by and complying with all applicable federal, state, county, and local laws, rules, codes, regulations and ordinances and for abiding by all safety rules and procedures applicable to the Property. I agree that my entry onto the Property is a "recreational use" within the meaning of Section 846 of the California Civil Code. I have read, understand and approve this Facilities Tour Waiver and Release:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**IF VISITOR IS A MINOR:**

**PARENTAL CONSENT:** The undersigned parent or legal guardian warrants and represents that this Facilities Tour Waiver and Release, its significance and the assumption of risk has been explained to and understood by the minor child named below. I hereby declare, under penalty of perjury, that I am the parent or legal guardian of the named minor child. I consent to and authorize the minor's entry upon or about the Property and I agree to the waiver and releases set forth above.

\_\_\_\_\_  
Printed Name of Minor

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

[FOR SIERRA PACIFIC INDUSTRIES USE ONLY: Facility Tour Authorized By: \_\_\_\_\_]