

SPI - HOLD HARMLESS AGREEMENT AND RELEASE

This Hold Harmless Agreement and Release ("Release") is entered into on _____, 2024 ("Effective Date") by signator ("Visitor"). Visitor desires to come upon and certain real property owned by Sierra Pacific Land & Timber Company ("Company") and located in T19N R7E Section 31, Yuba County, California (APN 050- 380-016) ("Property"), during the time period of _____, 2024, during which time Visitor intends to engage in target shooting with archery equipment (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) Company is giving Visitor permission to come upon the Property and perform the Activity, and that Company 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 Company, to visit or come onto the Property.

2. **Insurance.** In the event any Visitor shall be operating a motor vehicle on the 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 Company representative upon request. In the event Visitor is ever discovered to be operating a motor vehicle on Company Property without proof of such insurance, Company may immediately terminate this Agreement upon oral notice to Visitor.

3. **Indemnification.** In consideration of Company allowing Visitor to perform the Activity on the Property, Visitor shall indemnify and hold harmless the Company Indemnitees (as defined below) from and against all claims, liabilities, losses, damages or expenses arising out of or relating to all acts, failures to act or other conduct of Visitor (or Visitor's employees, agents, representatives, independent contractors, material and equipment suppliers and any other entity or individual for whom Visitor is responsible), including claims, liabilities, losses, damages or expenses arising out of or relating to the active negligence or other fault of any one or any combination of the Company Indemnitees, regardless of any one or any combination of the Company Indemnitees' percentage of fault. However, Visitor shall not be obligated to indemnify and hold the Company Indemnitees harmless for claims, liabilities, losses, damages or expenses arising out of the willful misconduct of any one or any combination of the Company Indemnitees or in cases where the claim arises from any one or any combination of the Company Indemnitees' sole negligence. Visitor shall reimburse the Company Indemnitees for their attorneys' fees and other legal costs within thirty (30) days after receipt of reasonable documentation of such attorneys' fees and other legal expenses from the Company Indemnitees, unless and until the entry of a final judgment in favor of Visitor and against any one or any combination of the Company Indemnitees determining that the claims, liabilities, losses, damages or expenses were caused by the sole negligence or willful misconduct of any one or any combination of the Company Indemnitees. This indemnity provision is not intended to and shall not in any way limit the extent CA License Agreement (Hunting) 1019 of any insurance coverage available to any of the Company Indemnitees under any insurance policy purchased and maintained by Visitor (even coverage for any one or any combination of the Company Indemnitees' sole active negligence). "Company Indemnitees" shall mean Company and its successors, assigns, officers, directors, employees, agents, representatives, subsidiaries and affiliates.

4. **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 has 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 SPL&T, its parents, affiliates and subsidiary companies and CA License Agreement (Hunting) 1019

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 THAT 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.

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 and its employees, subcontractors, representatives and agents are in, about or upon the Property or using any facilities or equipment thereon.

5. Compliance with Laws. Visitor expressly understands and agrees that Visitor is responsible for abiding by and complying with all applicable federal, state, county, and local laws, rules, codes, regulations and ordinances. Visitor expressly understands and agrees that Visitor is responsible for abiding by all safety rules and procedures applicable to the Activity conducted on the Property.

6. Specific Prohibited Activities.

(a) No smoking or tobacco use is permitted on the Property at any time and Visitor shall comply with all laws relating to fire prevention. In addition, Visitor understands and acknowledges that Visitor is strictly prohibited from starting or using campfires or other types of fire or flames of any kind while on the Property.

(b) Visitor understands and acknowledges that operation of any automobile or other motorized vehicle on any area of the Property constitutes a fire hazard. So long as the National Weather Service has not issued a Red Flag Warning (a “Red Flag Warning”) which is applicable to the Property and such Red Flag Warning is in effect, Visitor may operate a personal automobile on the Property only on existing roadways.

(c) Visitor understands and acknowledges that Visitor is solely responsible for determining whether a Red Flag Warning has been issued with respect to any period during which Visitor intends to enter the Property.

7. Miscellaneous.

(a) This Release supersedes any prior discussions and agreements between Visitor and Company with respect to all the terms and conditions and constitutes the sole and entire understanding of Visitor and Company with respect to Visitor’s conduct of the Activity on the Property. If any action is commenced to enforce the terms and conditions of this Release, the prevailing party shall be entitled to recover all costs of such litigation, including reasonable attorneys’ fees, experts’ fees and court costs.

(b) This Release shall not be orally herein changed or modified. No modification or waiver of any provision hereof shall be valid unless in writing and signed by a party against whom it is to be enforced. Visitor acknowledges this Release has been negotiated at arm’s length and Visitor has reviewed this Release and has been extended an opportunity to have legal counsel review and revise this Release. No rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Release.

(c) Visitor shall not assign any right(s) or duty(s) under this Release without first obtaining from Company written consent for such assignment. Any assignment in violation of this provision shall be deemed null and void.

(d) This Release shall be governed by the laws of the State of California, without giving effect to its choice of law rules.

IN WITNESS WHEREOF, Visitor has caused this Release to be executed as of the Effective Date.

Visitor Signature