

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

This PERMIT and ACCESS Agreement (this “Agreement”) for the North Cascade Area is by and between the individual account holder as registered on My Outdoor Agent™, hereinafter referred to as “Permittee” and Mid-Valley Resources, Inc. (“Licensor”).

WHEREAS, Permittee must read, understand, and accept all of the terms of this Agreement as presented on My Outdoor Agent™. Permittee’s acceptance of a permit does not guarantee issuance of a Permit; Licensor reserves the right, in its sole discretion, to refuse a Permit to anyone who has violated Permit Rules in the past. After Licensor processes Permittee’s payment successfully and after Licensor approves the Permittee’s purchase, My Outdoor Agent™ will issue Permittee an official Recreation Access Permit and Release of Liability document (the “Permit”) within the Property License section on My Outdoor Agent™.

TERMS AND CONDITIONS

- 1. Compliance with Laws, Terms, Rules, and Regulations.** The Permit grants to Permittee and others described below the right to recreate on the property owned by Licensor as approximately described; shown; listed; offered; and accepted within the Property License section on My Outdoor Agent™ and represented in Exhibit A, if available. The Recreational Access Map identifies the actual permit area (“Permit Area”) that the Permittee can access within the Property License section on My Outdoor Agent™. In exchange for such recreational access, Permittee agrees to comply with all federal, state, and local laws and regulations while on Licensor 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 included as part of this Agreement or the Permit (collectively, the “Permit Rules”). Licensor 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 Licensor representatives or law enforcement.
- 2. Permit Term and Access.** The Permit, once issued, is valid from August 1, 2023 to July 21, 2024, except during planned closures in the table below, and unless terminated earlier listed in later sections of this agreement. Licensor authorized non-motorized vehicle access ONLY to and from the Permit Area only through the access points identified on the Recreational Access Map available within the Property License section on My Outdoor Agent™. **NON-MOTORIZED Permittees may not ride in any vehicle within the Permit Area.** These entry points may change at any time due to environmental conditions, active operations, or any other Licensor reasons. Permittee must check My Outdoor Agent™ website for closures before entering Permit Area.
- 3. Personal, Family Use Only.** Licensor grants access to Permittee for personal recreational access on the Permit Area with a valid Permit only. Licensor prohibits commercial activities or uses under this permit. Licensor grants access and use of the Permit Area to the Permittee in an “as-is” condition and the Licensor provides no additional accommodations, amenities, product or services to Permittee under any circumstance by Licensor or its affiliates. Permittee agrees that the fee charged for the Permit exits solely for personal access and use rights of the Permit Area.

The Permit allows use of the Permit Area 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 up to four (4) related children per adult 18 years of age and under as of August 1, 2023, who accompany Permittee while on the Permit Area. This Agreement covers or authorizes no other persons. Permittee represents that the Permittee’s age equals 18 years of age or older as of the date of this Agreement. Spouse and related children must stay in the company of the Permittee at all times while on the Permit Area. All persons accompanying Permittee on the Permit Area must also adhere to the Permit Rules.

- 4. Permit and Identification.** Permittee agrees and understands that s/he must print his/her Recreation Access Permit. The Permittee can access the Recreation Access Permit in the Permittee’s online account on My Outdoor Agent™

under the Property License section. The Permittee must physically possess and display the Recreation Access Permit at all times while on the Permit Area. The Permittee must show the Recreation Access Permit and photo identification upon request by a Licensor representative (including security) or law enforcement officer.

5. Dangerous, Primitive Conditions, Industrial and Other Activities. PERMITTEE ACKNOWLEDGES AND UNDERSTANDS THAT:

- a. the Permit Area comprises unimproved timberland used primarily for the growing and harvesting of timber and other forest products;
- b. the Permit Area may comprise dangerous conditions and primitive roads, which Licensor may not maintain or sign, exist on the Permit Area;
- c. the Permit Area may comprise other hazards, which Licensor may not sign or Permittee may not readily see including but not limited to down trees, logs, dead trees, tops or branches that may fall without warning, logging slash, loose rocks, holes in the ground and soft spots, steep slopes and other slippery conditions, rock faces or cliffs;
- d. other vehicles such as logging trucks, rock trucks, other heavy logging and forestry equipment, forest management vehicles may use the road at any time including after dark for wildlife surveys, etc.;
- e. the Permit Area includes areas subject to logging activities, including tree cutting and other dangerous activities; other forest management activities, including but not limited to: aerial fertilizing, herbicide spraying using ground and aerial methods (both helicopters and fixed wing aircraft), cone collection, tree planting, etc.;
- f. inherently dangerous activities, including but not limited to hunting, will occur on the Permit Area;
- g. Licensor provides maps for Permittee's convenience only, and may contain or reference information provided by third parties, the accuracy of which Licensor may not confirm, and as such, Permittee may not want to rely on such maps for navigation purposes;
- h. the remoteness of the Permit, in some cases without cellular phone service or other means to summon medical aid if needed, and that weather and road conditions may change with little or no warning;
- i. Licensor makes no representations or warranties concerning the fitness, suitability or safety of the Permit Area for any recreational uses made thereon under the Permit; and
- j. Licensor issues non-exclusive use of the Permit Area to the Permittee; Licensor employees/personnel, security, contractors, and/or other permittees may occupy the Permit Area at any time so the Licensor strictly prohibits bullying, harassment, or interference by Permittee with the reasonable enjoyment of Licensor employees/personnel, security, contractors, and/or other permittees.

6. Assumption of Risk and Waiver of Liability Claims. PERMITTEE, FOR HIM/HERSELF, AND FOR HIS/HER SPOUSE AND ANY OF THEIR RELATED CHILDREN, OR OTHER GUESTS (COLLECTIVELY, THE "PERMITTEE PARTIES") ENTERING THE PERMIT AREA UNDER THE TERMS OF THE 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 Licensor, its subsidiaries, contractors, or other permittees. PERMITTEE FOR HIM/HERSELF AND THE PERMITTEE PARTIES HEREBY EXPRESSLY WAIVES ALL CLAIMS against Licensor, 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 FOR HIM/HERSELF AND THE PERMITTEE PARTIES FURTHER EXPRESSLY WAIVES ALL CLAIMS against Licensor, its subsidiaries and affiliates arising from any decision by Licensor to revoke the Permit for cause, or to refuse to issue a new Permit in the future. PERMITTEE FOR HIM/HERSELF AND THE PERMITTEE PARTIES ACCEPTS AND ASSUMES THE RISKS ASSOCIATED WITH THE HAZARDS AND CONDITIONS ON THE PERMIT AREA.

7. Indemnify and Defend. PERMITTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR, 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/or the Permittee Parties while present on or about 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. No Transfer. Licensor prohibits Permittee from selling, gifting, or transferring the Permit may in any way to any other party.

9. No Refunds. Licensor retains Permit Fee and will not issue a refund.

10. Termination. Licensor may terminate the Permit at any time, at Licensor's sole discretion for the following:

a. for any violation of the Permit Rules or the terms of this Agreement by Permittee or anyone accompanying Permittee with no refund. Permittee further agrees and understands that violation of the Permit Rules may result in Licensor's denial of future permit applications.

b. upon sale of all or a portion of the Permit Area. In the case of a complete termination of the Permit due to a sale of all or a portion of the Permit Area, Licensor may grant a refund of the fee based on any unused remaining term of the Permit. In the case of a partial termination (removing certain property from the Permit Area), Licensor grants no refund of the fee.

11. Access Times. Licensor allows access 7 days per week from one and one-half (1-1/2) hours before sunrise to one and one-half (1-1/2) hours after sunset in the Permit Area.

12. Boundaries of Permit Area. Permittee must familiarize himself/herself with the location of the boundaries of the Permit Area and not cross beyond the boundaries.

13. Lost Keys or Permit. Licensor will consider replacing lost or stolen keys and hang tags on a case by case basis. Permittee will message the administrator contact listed on My Outdoor Agent™ immediately with the reason for the missing key or hang tag. Licensor may charge a \$50 fee to replace a lost or stolen key or hang tag. Licensor reserves the right to deny replacement requests.

14. Drones. Licensor strictly prohibits the use of drones of all types (commercial, recreational, etc.) on or about the Permit Area.

15. Vehicles, Roads, and Gates.

- Licensor prohibits UTVs, Side-by-sides, ORVs, ATVs, snowmobiles, dune buggies, motorcycles and similar motorized conveyances; even Electric Assisted Bicycles of any kind, regardless of classification, as motorized vehicles and Licensor prohibits their use in areas designated for Non-motorized entry only.

- Licensor prohibits the blocking of any gate when parking outside the Permit Area. Licensor will remove / tow vehicles blocking roads or gates or otherwise interfering with operations immediately at owner's expense.

- Licensor prohibits Permittee from entering roads posted with "road closed" signs or other physical barriers within the Permit Area. Licensor does not include or guarantee all roads within Permit Area for availability may post road closure signs for everyone's safety so, DO NOT enter.

16. Accidents. Permittee must report all accidents or safety incidents to Licensor within 24 hours of occurrence.

17. Fire Prevention.

- Permittee must call 911 if they observed any fires.

- Licensor prohibits fireworks on the Permit Area at all time.

- Licensor prohibits smoking outside a closed cab of a motor vehicle.
- In Washington, fire season is April 15 to October 15 per state law but extended in extreme fire conditions. Visit <https://fortress.wa.gov/dnr/protection/ifpl/> for more information.

18. Closure of Permit Area; Areas to be Avoided. Licensor reserves the right to close the Permit Area in case of fire danger or other extreme conditions, including without limitation any conditions that may cause excessive damage to roads. In addition, Licensor restricts access to portions of the Permit Area where forestry or other contractors perform active logging, road construction, rock pit work or other commercial operations or forest management (including but not limited to tree planting, ground or aerial application of herbicides, and other areas where forestry or other workers perform) and Permittee must avoid at all times, regardless of signage or not. Permittee must stay alert and obey all signs posted on the Permit Area, including but not limited to road closure signs and barriers as well as signs identifying areas with ongoing or recent management activities (such as logging equipment, rock pits, areas recently treated with herbicides, etc.).

19. Hunting and Trapping. If Permittee wishes to hunt on the Permit Area, Permittee must comply with all local and WDFW (Washington Department of Fish and Wildlife) regulations, including but not limited to license, method, and bag requirements. Permittee also represents that neither Permittee nor any Permittee Party received any hunting or fishing violations in the past five years. Additional hunting restrictions inside the Permit Area, which Licensor may restrict more than those rules set by WDFW, include:

- Licensor prohibits hunting at night: Licensor restricts hunting to daylight only, **NOT** open to hunting at night year-round regardless of any open season posted in the hunting regulations. Otherwise, consult the State hunting regulations for posted start and end times, which Permittee must observe.
- Licensor prohibits trapping of any kind in the Permit Area.
- Licensor prohibits the sale of animal / fur pelts from the Permit Area.
- Licensor prohibits the leaving of any animal carcasses or gut piles in the roads, ditches or in front of gates.
- Licensor prohibits antlerless deer harvest within Permit Area EXCEPT if the hunter drew and utilizes an antlerless deer special permit issued by WDFW in the Youth, Disabled, or 65 and Over categories.

20. Shooting. Licensor **PROHIBITES** the following activities: target shooting, explosive targets, paintball and airsoft guns in the Permit Area.

21. Hunting Stands & Game Cameras. Licensor allows stands and game cameras with the following rules:

- Licensor prohibits the construction and installation of stands, or hanging of game cameras that damage any tree species. Licensor prohibits nails, spikes, lag bolts, cotton spindles, support cable, screw-in steps, etc.
- Licensor allows portable stands.
- Licensor prohibits stands between the ditch lines of any road and Permittee must allow for road maintenance activities.
- Permittee may leave stands and game cameras in the Permit Area, but Licensor assumes no liability for damages or theft of either.
- Permittee must remove all stands, game cameras, and other personal items from the Permit Area prior to the permit term expiration. Licensor prohibits access after the permit term expiration to retrieve items.

22. No Dumping Allowed. Licensor prohibits littering, dumping or burying of garbage or other material. Pack it in and pack it out. Licensor prohibits the possession or disposal of any hazardous substance on the Permit Area by Permittee or others.

23. Camping. Licensor prohibits camping in the Permit Area.

24. Campfires. Licensor prohibits campfires or other open flames in the Permit Area.

25. Berry and Mushroom Picking. Permittee may pick berries (limit of 3 gallons per permit per year) and mushrooms (limit 5 gallons per permit per year) for personal consumption only. Licensor allows Permittee to possess/ transport no more than 1 gallon of berries and mushrooms at a time. Permittee may not transport berries or mushrooms from other property across Licensor property.

26. Pets. The Licensor allows dogs and other pets on the Permit Area but must remain under Permittee's control at all times.

27. No Removal of Firewood or Specialty Forest Products. Licensor prohibits Permittee from removing any firewood or Specialty Forest Products from the Permit Area. These Specialty Forest products include but are not limited to; truffles, boughs, salal, fern fronds, moss, bark, roots, seedlings, transplants, Christmas trees, bear grass, shrubs, cedar, and yew.

28. Alcohol/Drugs. Licensor prohibits Permittee from the use or possession of alcohol, or any illegal drugs under state or federal law, while on the Permit Area. Licensor prohibits Permittee from entering or remaining on the Permit Area while under the influence of alcohol or drugs that may cause impairment of Permittee in the operation of a vehicle, firearm, or in engaging in any other recreational activity on the Permit Area.

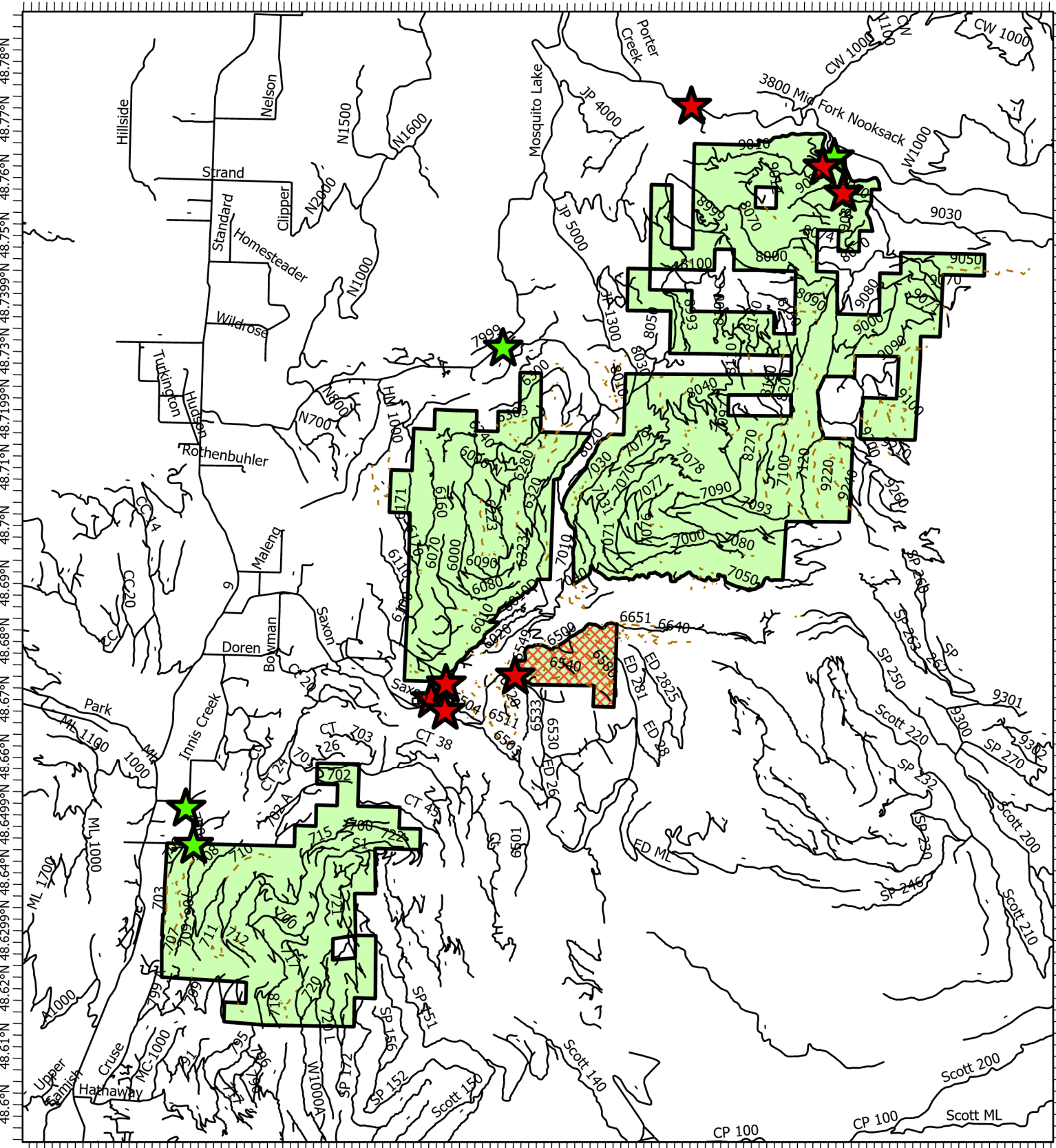
29. Damage to Natural Resources. Licensor prohibits Permittee from cutting or injuring any trees, shrubs or other forest products. Licensor prohibits the Permittee from placing any nails, screws, or other metal objects in trees. If Permittee violates the foregoing requirements, Permittee agrees to pay Licensor three times (3x) the value of the trees cut or injured. Licensor prohibits Permittee from collecting rock, gold or other minerals, prospecting, or disturbing archeological artifact on the Permit Area.

30. Laws. Federal, state, and local laws govern and construe Permit.

31. Acknowledgment. By agreeing to the Permit as presented on My Outdoor Agent™, Permittee: 1) represents that he/she and his/her spouse read the foregoing Agreement and Permit Rules, understand them, agree to abide by them at all times, and 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 Licensor to terminate the Permit without a refund, and to deny future permit applications in Licensor's sole discretion.

Exhibit A

122.25°W 122.23°W 122.21°W 122.19°W 122.1701°W 122.15°W 122.13°W 122.11°W 122.09°W 122.07°W 122.05°W 122.03°W 122.0101°W 121.99°W



48.6°N 48.61°N 48.62°N 48.6299°N 48.64°N 48.6499°N 48.66°N 48.67°N 48.68°N 48.6899°N 48.7°N 48.71°N 48.7199°N 48.73°N 48.7399°N 48.75°N 48.76°N 48.77°N 48.78°N 48.79°N

Legend

	Permit Area - Motorized		Access Gate
	Permit Area - Non-Motorized		Other Gate / Barrier
	Lease Area - NO PERMIT ACCESS		
	Road		
	Abandoned		

Map 1

Created By: Jacob Vail
Date Created: 5/23/2023

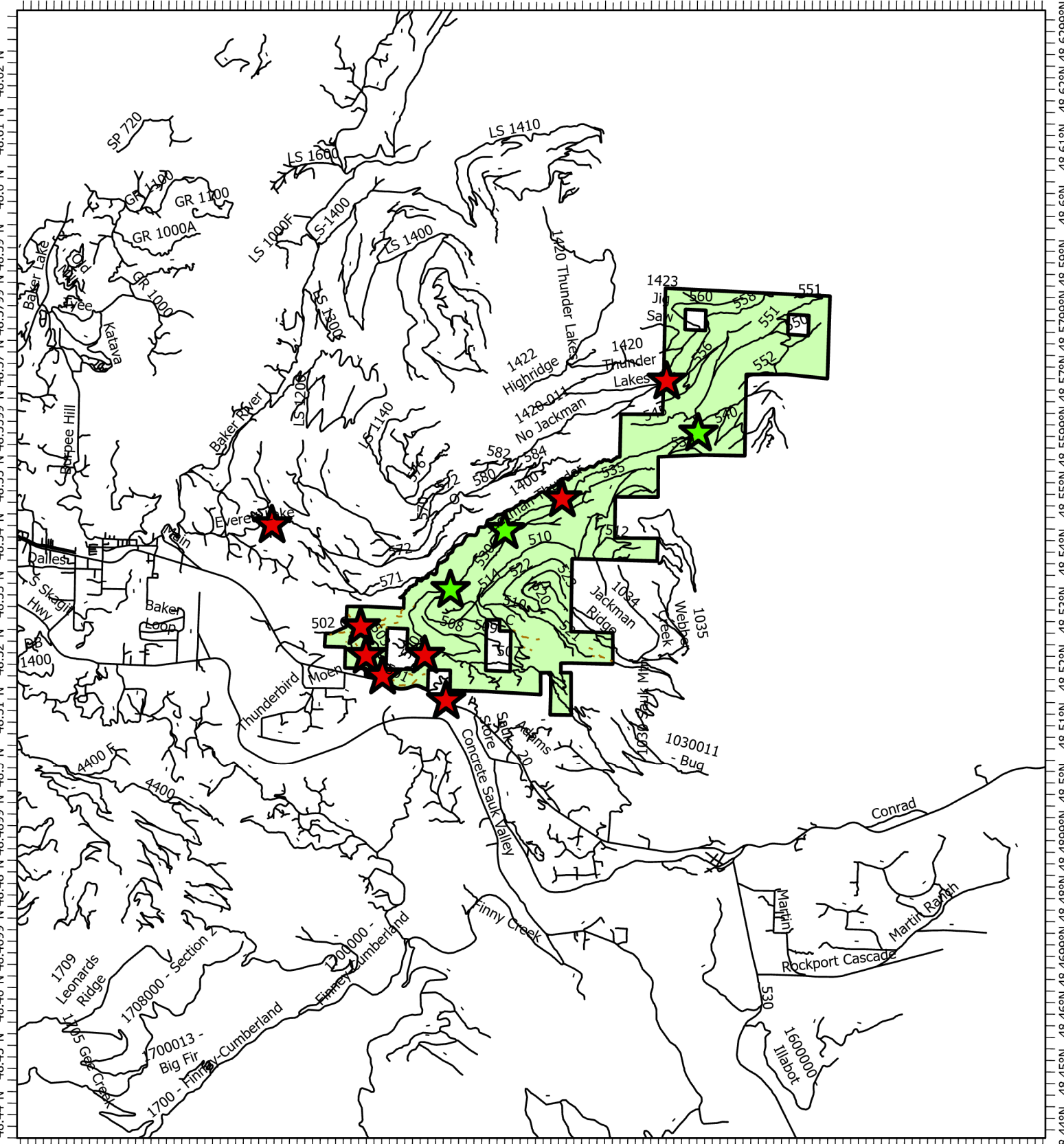
0 0.5 1 2 Miles

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






Exhibit A

121.78°W 121.7601°W 121.74°W 121.72°W 121.7°W 121.6801°W 121.6601°W 121.6001°W 121.58°W 121.56°W 121.54°W 121.5201°W



48.44°N 48.45°N 48.46°N 48.4699°N 48.48°N 48.4899°N 48.5°N 48.51°N 48.52°N 48.53°N 48.54°N 48.55°N 48.5599°N 48.57°N 48.5799°N 48.59°N 48.6°N 48.61°N 48.62°N


Legend

	Permit Area - Motorized		Access Gate
	Permit Area - Non-Motorized		Other Gate / Barrier
	Lease Area - NO PERMIT ACCESS		
			Road
			Abandoned

Map 2

Created By: Jacob Vail
Date Created: 5/23/2023

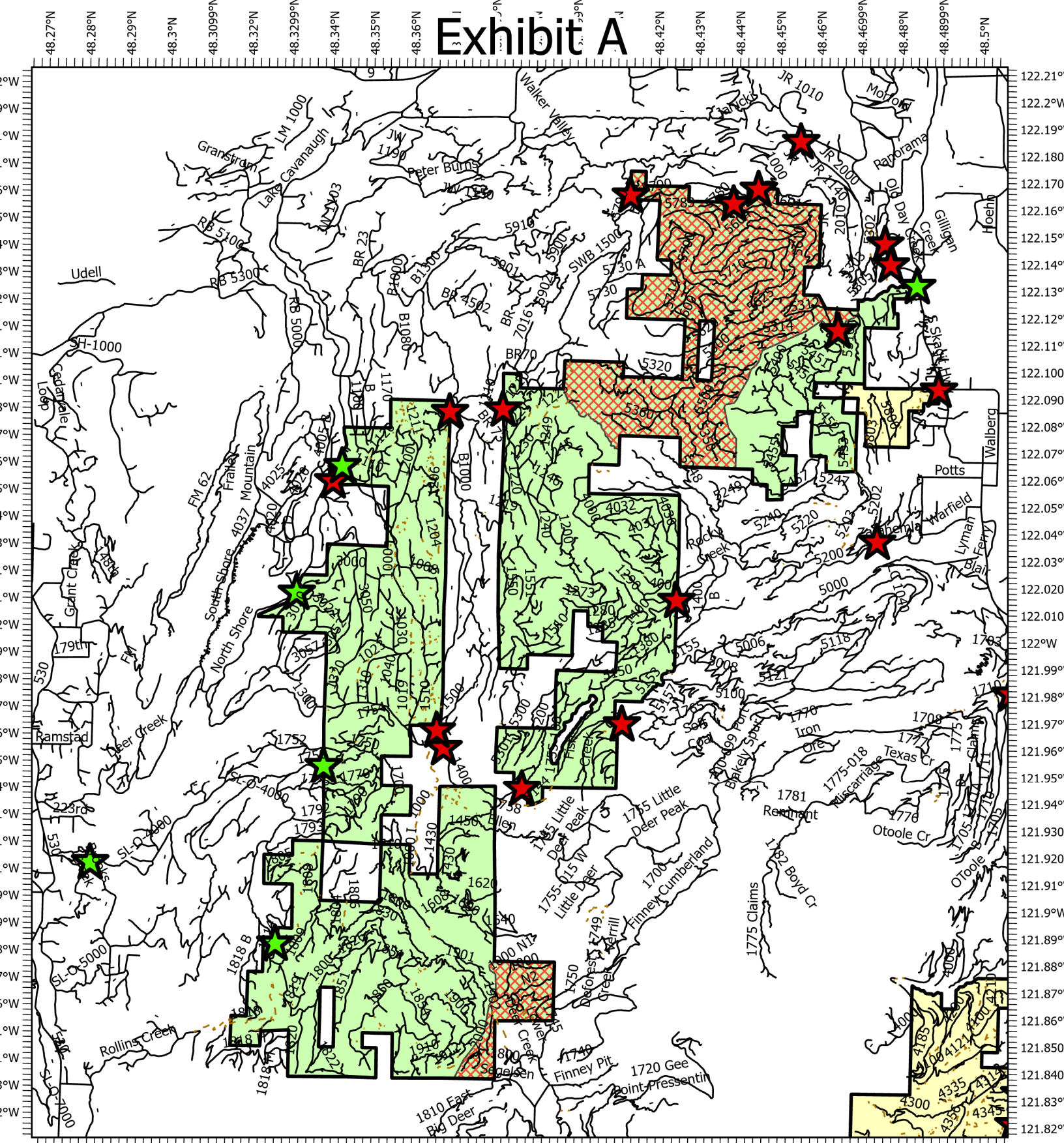
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






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Exhibit A




Legend

	Permit Area - Motorized		Access Gate
	Permit Area - Non-Motorized		Other Gate / Barrier
	Lease Area - NO PERMIT ACCESS		Road
			Abandoned

Map 3

Created By: Jacob Vail
Date Created: 5/23/2023

0 0.5 1 2 Miles

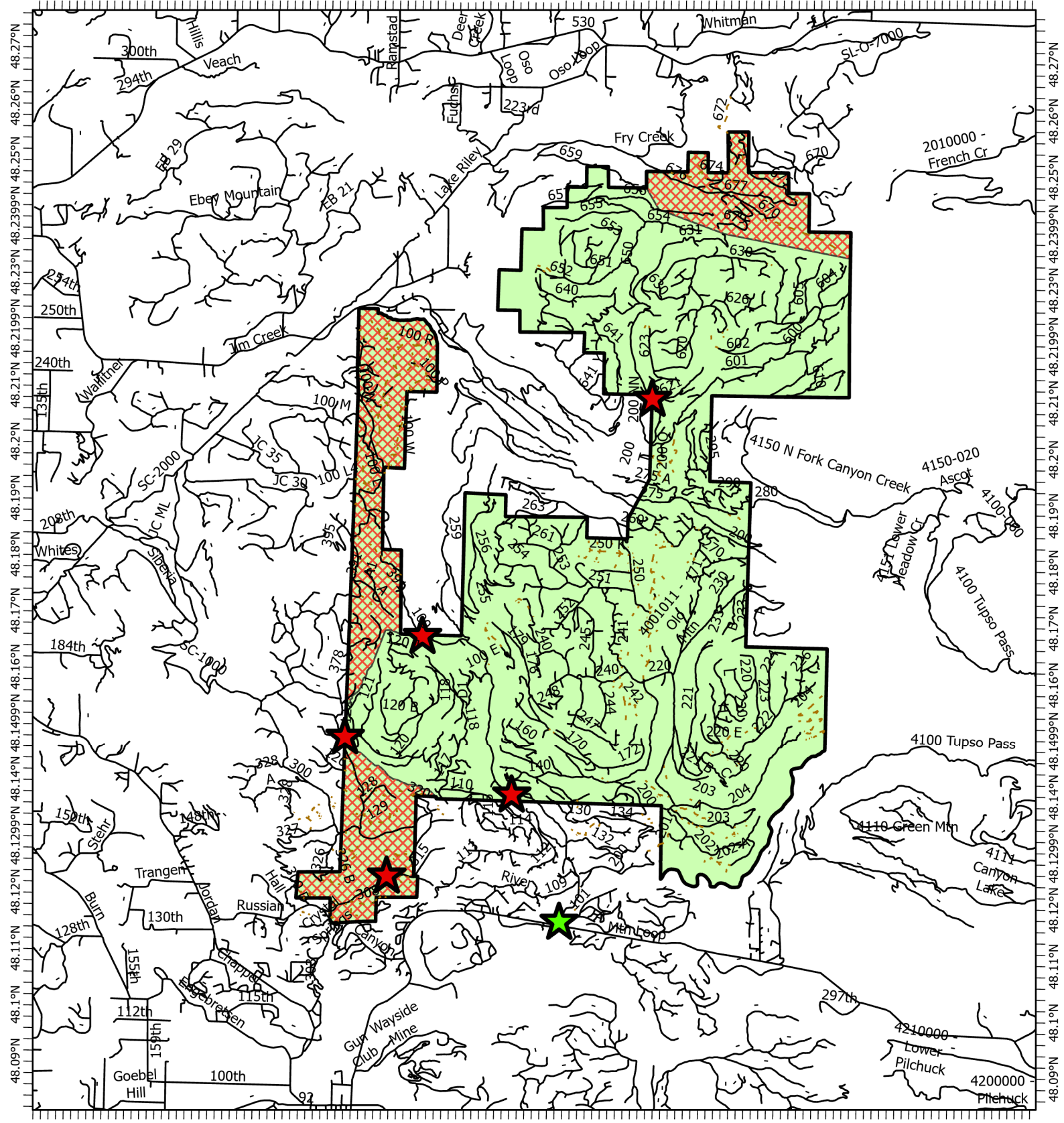


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Exhibit A

122.05°W 122.03°W 122.0101°W 121.99°W 121.97°W 121.95°W 121.93°W 121.91°W 121.89°W 121.87°W 121.85°W 121.83°W 121.81°W 121.79°W



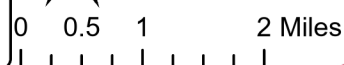
Legend

- Permit Area - Motorized
- Permit Area - Non-Motorized
- Lease Area - NO PERMIT ACCESS
- Access Gate
- Other Gate / Barrier
- Road
- Abandoned

Map 4



Created By: Jacob Vail
Date Created: 5/23/2023



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