

2022 Permit for Motorized Access for Recreational Use (Stewart Mountain Forest, LLC)

Permittee: _____

Date: _____

**2022 Permit for Motorized Access for Recreational Use
(Stewart Mountain Forest, LLC)**

Stewart Mountain Forest, LLC (**Owner**) owns the approximately 15,000 acres of timberlands located in Whatcom County, Washington, located as shown on the attached map (**Stewart Mountain Forest, LLC**). The Stewart Mountain Forest, LLC is managed by American Forest Management (**AFM**).

Subject to the terms and conditions set forth in this Permit and the attached 2022 Rules and Regulations for Motorized Access for Recreational Use (**Rules and Regulations**), the undersigned permittee(s) and his/her/their below-specified family members (collectively, **Permittee**) is granted a non-exclusive license to enter upon the Stewart Mountain Forest, LLC for recreational purposes, through the entrance points (**Permitted Entrance Points**) and using the roads (**Permitted Roads**) identified on the attached map.

The Permit Fee for issuance of this Permit is \$275.00 (made payable to Stewart Mountain Forest, LLC). ALL SALES ARE FINAL. REFUNDS WILL NOT BE GIVEN FOR ANY REASON.

Permittee's rights under this Permit are subject to the following additional terms and conditions and Permittee agrees as follows:

- 1. Recreational Use Only; Restricted Areas.** Permittee shall not use the Stewart Mountain Forest, LLC except for recreational purposes or use the Permitted Roads except for the purpose of accessing them for such purposes. Permittee shall not enter the Stewart Mountain Forest, LLC except through the Entrance Points and shall not use any roads thereon except the Permitted Roads. Permittee shall not enter upon those portions of Stewart Mountain Forest, LLC labeled as "**Restricted Areas**" on the attached map. Permittee shall have the right to hunt only on those portions of Stewart Mountain Forest, LLC labeled "**Hunting Areas**" on the attached map.
- 2. Compliance with Law; AFM's Enforcement Rights.** Permittee will comply with all laws of the State of Washington and with the Rules and Regulations. Owner and AFM reserve the right to modify the Rules and Regulations at any time and such modifications shall be binding on Permittee. Permittee (whether or not a tribal member) is required to abide by the state laws, rules and regulations set by the Washington Department of Fish & Wildlife Commission. ANY VIOLATION OF ANY PROVISION OF THIS PARGARAPH WILL INVALIDATE THIS PERMIT AND THE PERMITTEE SHALL BE SUBJECT TO CRIMINAL OR CIVIL CHARGES FOR RCW OR WAC VIOLATIONS, INCLUDING TRESPASS. AFM shall have the right, as the representative of Owner, to administer and enforce the requirements of this Permit and the Rules and Regulations and exercise the rights of Owner under this Permit.
- 3. No Timber Removal.** Permittee agrees not to cut, damage, remove or destroy any timber located on Timberlands. The cutting, damaging, removal or destroying of any such timber shall be considered willful trespass and Permittee shall be liable to the Owner in a sum equal to **three**

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times the damage sustained on account of the cutting, damaging, removal or destruction of such timber. Permittee shall pay Owner for all other damage to Stewart Mountain Forest, LLC caused directly or indirectly by the acts or omissions of Permittee.

- 4. WARNING! POSSIBLE DANGEROUS CONDITIONS!** Permittee is cautioned that Stewart Mountain Forest, LLC and roads thereon and leading thereto, including the Permitted Roads, are primarily used for the production and hauling of forest products and that Stewart Mountain Forest, LLC and such roads may include very dangerous conditions (including, without limitation, the presence of log trucks, rock trucks or other forest harvesting and management vehicles, equipment and operations including chemical application). Many such roads and sites on Stewart Mountain Forest, LLC are primitive and not maintained and may be subject to slides. Stewart Mountain Forest, LLC contains numerous steep slopes, which carry the risk of slides and falling rock. Neither Owner nor AFM makes or has made any representations, warranties or guarantees as to the fitness, safety or suitability of any portion of the Permitted Roads or Stewart Mountain Forest, LLC (including, without limitation, the roads, other improvements and other aspects or conditions of Stewart Mountain Forest, LLC) for any recreational or vehicular use. There may be unmarked hazards on Stewart Mountain Forest, LLC and the Permitted Roads and Permittee agrees to assume the risk of such unmarked hazards. Neither Owner nor AFM shall have any duty to rebuild, maintain or repair the Permitted Roads or any other roads on Stewart Mountain Forest, LLC or post warning signs. Owner shall have the right, in its sole discretion, to suspend access to the Permitted Roads and Stewart Mountain Forest, LLC, or portions thereof, during periods of high fire danger, unsafe road conditions, severe weather, or any other condition that makes such use unsafe or inadvisable and to suspend access as to a particular area where logging operations are being conducted. Owner's failure to suspend such access shall not be deemed to constitute any representation or warranty, implied or otherwise, as to the safety or advisability of entry onto Stewart Mountain Forest, LLC or use of Permitted Roads or any other the roads thereon or leading thereto.
- 5. Assumption of Risk.** Permittee expressly assumes all risks that are in any way related to Permittee's use of the Permitted Roads or its entry or activities on Stewart Mountain Forest, LLC, and all risks incident to the condition of the Permitted Roads and Stewart Mountain Forest, LLC (including, without limitation, the roads, other improvements and other aspects or conditions of Stewart Mountain Forest, LLC). Permittee waives all claims against Owner, AFM and their respective agents, property managers, employees, officers, members, affiliated entities and contractors (collectively, including Owner, the **Owner Related Parties**), for injury to or death of any person or persons or damage to property in connection with the access granted by this Permit or the condition of the Permitted Roads or Stewart Mountain Forest LLC (including, without limitation, the roads, other improvements and other aspects or conditions of Stewart Mountain Forest, LLC). Permittee shall adhere to all requests of Owner or AFM with regard to gates and/or other methods to limit unauthorized access to Stewart Mountain Forest, LLC.
- 6. Insurance.** Permittee represents and warrants that the automobile liability insurance described on Permittee's insurance card, a copy of which is attached hereto, is a valid and existing automobile liability policy in the amount shown, shall be renewed before its expiration, and shall not be cancelled or modified during the term of this Permit. Permittee shall carry a copy of Permittee's current insurance card in Permittee's vehicle when using the Permitted Roads. Permittee's insurance coverage shall be primary, non-contributory and exclusive of any coverage carried by

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Owner or AFM, and shall be exhausted first notwithstanding that Owner or AFM may have other valid and collectible insurance covering the same risk. Nothing contained herein shall limit Permittee's liability to Owner or AFM to the scope or the amount of such insurance coverage.

- 7. Permit Not Assignable.** Permittee shall not sell, assign or in any manner transfer this Permit in whole or in part, nor shall this Permit be transferable by operation of law or useable by or valid for any person other than Permittee. Any attempted sale, assignment, or other transfer shall be void. This Permit is not for resale, transfer or personal gain. Neither shall Permittee bring anyone who does not hold a like Permit from Owner onto the Permitted Roads or Stewart Mountain Forest, LLC nor purport to authorize entry thereon by any such person.
- 8. Indemnity.** By accepting this Permit, Permittee agrees to reimburse, indemnify, defend and hold the Owner Related Parties, harmless from and against all claims, causes of action (including, without limitation, those relating to personal injury), liabilities, damages, costs and expenses (including, without limitation, attorney fees and costs at trial and on appeal) of any nature arising from (i) any acts or omissions of Permittee while using the Permitted Roads or Stewart Mountain Forest, LLC or (ii) any violation of any of the terms or conditions of this Permit or the Rules and Regulations. The foregoing indemnity shall survive the expiration or earlier termination of this Permit.
- 9. No Rescue Services.** Neither Owner nor AFM shall be obligated to provide any rescue services or any other type of emergency services on the Permitted Roads or Stewart Mountain Forest, LLC. However, if Owner or AFM do engage in such emergency services on behalf of Permittee, Permittee agrees to reimburse Owner and AFM for all costs and expenses incurred in performing such services, and agree to hold the Owner Related Parties harmless for any and all personal injury or damage to property resulting from such emergency services. The foregoing indemnity shall survive the expiration or earlier termination of this Permit.
- 10. Rules and Regulations; Termination of Permit.** Permittee has read and agrees to abide by the Rules and Regulations. Permittee understands and agrees that if Permittee violates any term or condition of this Permit or the Rules and Regulations, Owner shall have the right, in addition to any other available remedy, to immediately terminate this Permit. Owner shall also have the right to cancel this Permit at any time if (i) Owner decides to market the Stewart Mountain Forest, LLC or any portion thereof for sale; (ii) Permittee or any other permittee(s) holding a recreational access Permit interferes with use of the Permitted Roads or Stewart Mountain Forest, LLC by Owner, AFM or any third party; or (iii) Owner or AFM determines that use of the Stewart Mountain Forest, LLC or the Permitted Roads by persons holding Permits to access Stewart Mountain Forest, LLC for recreational purposes is creating an unacceptable risk of impairment to Owner's operations on the Permitted Roads or Stewart Mountain Forest, LLC or an unacceptable risk of damage, liability, or personal injury. Owner shall have the right to close the Permitted Roads to motorized recreational access at any time in the sole discretion of Owner.
- 11. Term of Permit.** Unless earlier terminated by Owner, this Permit shall automatically expire and terminate on **December 31, 2022**.
- 12. Identification.** Permittee shall carry a copy of this Permit when on the Permitted Roads or Stewart Mountain Forest, LLC. Permittee shall show this Permit, his/her driver's license and a

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copy of his/her automobile liability insurance card to any law enforcement officer or any representative of Owner and/or AFM upon request.

13. Permittee's Status; Permitted Vehicle. This Permit is valid only for the personal use of the undersigned Permittee and his/her immediate family (i.e., his/her legally recognized spouse and their children under the age of 19 years) who are specifically identified below. Children of the undersigned Permittee who are 19 years of age or older must obtain their own separate Permit. The undersigned Permittee represents and warrants that (i) he/she is 19 years of age or older and (ii) his/her immediate family members, and their respective ages and relationship to him/her, consist of the following persons [please print]:

_____ Age: _____; Relationship: _____
_____ Age: _____; Relationship: _____
_____ Age: _____; Relationship: _____
_____ Age: _____; Relationship: _____
_____ Age: _____; Relationship: _____

This Permit is void if any of the foregoing representations and warranties is false. Unless Permittee obtains Owner's prior written consent to use a different vehicle, this Permit allows Permittee to use the Permitted Roads and Stewart Mountain Forest, LLC using only the following automobile, SUV or pickup truck (**Permitted Vehicle**):

Make: _____ Model: _____

Year: _____ Color: _____

WA License Plate No. of Permitted Vehicle: _____

14. Additional Restrictions. This Permit is valid for day use only. NO OVERNIGHT CAMPING is allowed under this Permit. The following activities are expressly prohibited under this Permit: commercial hunting or any other commercial activity, hunting club member activities, for-profit guided operations, guiding, or other similar or related activities, and any activity other than for Permittee's personal use.

15. True and correct copies of Permittee's driver's license and automobile liability insurance card, are attached to this Permit.

The undersigned Permittee certifies under penalty of perjury that all information provided by Permittee herein or in any attachment hereto is true and correct and acknowledges that he/she has read the terms of this Permit and understands and agrees to the same.

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Permittee

_____ [signature] Date: _____

_____ [print name]

Permittee's Contact Information [please print]:

Address: _____

Email Address: _____

Home Phone Number: _____

Cell Phone Number: _____

Attachments to Permit:

Map of Stewart Mountain Forest, LLC Showing Permitted Entrance Points, Permitted Roads, Restricted Areas and Hunting Areas

Rules and Regulations

Copy of Permittee's Driver's License

Copy of Permittee's Automobile Liability Insurance Card