

ACKNOWLEDGEMENT, RELEASE AND WAIVER OF LIABILITY

THIS ACKNOWLEDGEMENT, RELEASE AND WAIVER OF LIABILITY (the "Release") is given on this ___ day of _____, 202___, by _____ (each party referred to individually and/or collectively as "Permittee Party") in favor of FOUR RIVERS LAND & TIMBER COMPANY LLC, a Delaware limited liability company ("Four Rivers"), and its directors, officers, members, managers, employees, affiliates and agents (collectively, the "Released Parties").

Permittee Party desires to enter Four Rivers' Property for recreational hunting, fishing, and other associated recreational purposes pursuant to that certain Permit to be executed by and between **Four Rivers** and **Sandhill Hunt Club, Inc.** (the "Permittee"), for the July 1, 2024 – June 30, 2025, Permit year (the "Permit"). All terms not otherwise defined herein shall have the meanings ascribed to them in the Permit, a copy of the Permit form which has been reviewed by the Permittee Party. In consideration for Four Rivers' consent for Permittee Party to enter upon the Property, Permittee Party does hereby freely, voluntarily, and without duress, execute this Release under the following terms:

1. **Acknowledgement of Terms of Permit.** Permittee Party does hereby agree to and acknowledge the following:
 - a. Permittee Party shall use the Property solely for their personal recreational hunting, fishing, and other associated lawful recreational activities, and Permittee Party shall not engage in or permit any commercial activity or other activity on the Property that is not directly related to the personal hunting, fishing, and other associated lawful recreational activities of Permittee Party. Without limiting the generality of the foregoing restriction, prohibited activities include: harvesting of firewood or vegetation for sale or consumption by third parties and filming or photographing activities on the Property with the intent to sell or disseminate the films or photographs to third parties without the express written consent of Four Rivers.
 - b. Permittee Party shall respect the rights of other users of the Property and shall take all necessary precautions to prevent damage to the property of others. Permittee Party shall not engage in any activity, including, but not limited to the placement of tree stands, the discharge of any firearm or other hunting device, operation of a permitted vehicle or unpermitted off-road vehicle, or any other activity in a manner that will endanger or threaten any persons or property. Permittee Party shall not hunt in the vicinity of residences in a manner which endangers or threatens those adjacent property owners' persons or property. Permittee Party shall not hunt or discharge firearms within a minimum radius of 2,000 feet of any Four Rivers' employees, agents or contractors who are working on or near the Property.
 - c. Permittee Party shall not do anything which will in any way damage or destroy any trees, crops, buildings, fences, equipment, roads, bridges or other improvements located on the Property. Permittee Party shall immediately report to Four Rivers, by telephone at (850) 838-2200, any vandalism or damage to such improvements.
 - d. Permittee Party shall immediately notify Four Rivers, by telephone at (850) 838-2200, of any and all accidents, involving any personal injury, property damage or accidents, regardless of severity, that occur on the Property.
 - e. Permittee Party shall not set fire to any part of the Property and shall exercise due care to prevent forest fires on the Property. Permittee Party shall use their best effort to extinguish any fire or fires that occur on the Property and shall notify Four Rivers immediately, by telephone at (850) 838-2200, of all such occurrences.
 - f. Permittee Party shall at all times abide by all local, state and federal laws, rules and regulations, any rules established by Four Rivers and the hunting rules of Permittee which are posted in [_____], with respect to its activities hereunder.
 - g. Permittee Party shall not use any communication device not approved by the Federal Communications Commission (FCC), including but not limited to marine radios.
 - h. Permittee Party shall not construct or install upon the Property any materials, including but not limited to crops, plantings (except as provided in paragraph 1(p) below), roads, bridges, gates, fences, camps, buildings, lodges, shelters, docks, landings or other structures, permanent or temporary, without having first obtained Four Rivers' written consent. Any permitted construction or installation shall be at Permittee Party's sole cost and expense, be maintained in a good condition of repair, cleanliness and safety and in strict compliance with all applicable laws and regulations and any specifications, conditions or limitations imposed by Four Rivers. Any buildings or equipment constructed, installed or maintained by Permittee Party shall be subject to inspection by Four Rivers at any time.
 - i. Permittee Party shall not harvest doe deer without Four Rivers' prior written consent, which shall be granted or denied in Four Rivers' sole discretion. Four Rivers reserves the right to limit the time and quantity when doe deer may be taken from the Property.
 - j. Permittee Party shall not hunt and/or trap alligators, black bears and any new game species designated by FFWCC after January 1, 2014.
 - k. With the exception of raccoons, Permittee Party shall not hunt and/or take game and non-game animals by use of a gun during non-daylight hours. Non-daylight hours shall mean the period between one-half hour after sunset and one-half hour before sunrise.

- l. No livestock or other animal (excluding hunting dogs) shall be brought onto the Property and/or released onto the Property by Permittee Party.
- m. Permittee Party shall not excavate or dig for artifacts, arrow heads or other buried objects.
- n. Gas transmission pipelines cross certain property owned by Four Rivers, some of which may cross the Property, as designated on Exhibit F of the Permit, if applicable. Permittee Party acknowledges that it is familiar with the location of the pipeline on the Property. Permittee Party shall at all times conduct its activities in the vicinity of the pipeline in a safe manner that avoids damage to the pipeline, and Permittee Party shall not dig, excavate or otherwise disturb the surface of the Property in the vicinity of the pipeline.
- o. Four Rivers reserves the right to remove and permit removal of nuisance animals.
- p. Permittee Party shall not sever, chop, run over, pull up, or otherwise destroy or damage any timber on the Property, regardless of size. For the purposes of this paragraph, timber is defined as all seedlings, saplings and mature trees of any species. Permittee Party further agrees not to engage in any activity which tends to degrade the forest or water environment. Food plots are allowed in areas where no trees are present (logging ramps, spots with no planted tree survival, etc.), but timber is not to be damaged with the installation of food plots or other activities. All food plots planted are at risk of Permittee Parties as they may be damaged or destroyed during timber management or harvesting activities. Supplemental feeding is allowed on the Property, provided that feeding practices are consistent with game and other applicable laws. All feeders, cameras, and stands must not interfere with timber operations, and should be removed at the end of each hunting season.
- q. Permittee Party may utilize tree stands of a portable or temporary type which include a safety harness; however, tree stands shall not be nailed to trees or otherwise affixed to trees in any manner which causes damage to trees. Tree stands shall not be placed on or alongside main haul roads or in locations where timber is being harvested and transported, or in areas where site preparation and/or tree planting is in progress, or in the vicinity of residences on private properties in a manner which endangers or threatens the person or property of others. Tree stands are to be removed at the end of each season.
- r. Permittee Party shall immediately remove all man-made garbage and trash (papers, food wrappers, oil cans, etc.) brought upon the Property by Permittee Party. The disposal of the remains of animal carcasses must be conducted in such a manner that keeps the Property in a sanitary condition according to all local, state, federal or other regulations.
- s. As to any camping activities, Permittee Party shall comply with all camping rules which are set forth in the Permit.
- t. Permittee Party must exercise reasonable care in the operation of all vehicles and such vehicles shall not interfere with normal traffic by Four Rivers, its employees, agents or contractors. Permittee Party can only engage in vehicular travel on the Property in furtherance of hunting and other activities expressly permitted by the Permit and shall confine such travel to the established roads now located thereon; any vehicular travel is expressly prohibited in, on, over, or across areas on which young timber stands have been established.
- u. Subject to the following sentence, off-road vehicles and four-wheel all-terrain vehicles ("ATVs") may be operated by Permittee Party during hunting season for hunting purposes and other activities expressly permitted by the Permit, or to patrol and inspect the Property throughout the year, only. Notwithstanding the foregoing, any Permittee Parties who are not active members of the Permittee hunt club are strictly prohibited from operating ATVs on the Property. Notwithstanding anything to the contrary set forth herein, the use of the Property by Permittee Party for recreational and off-road bike or vehicle "sporting purposes" (such as "4-wheeling"; "trail biking"; etc.) in connection with sporting or other organized events is expressly prohibited. The use of four-wheel-drive (all wheel) vehicles or ATVs in wet weather or conditions, resulting in excessive damage to roads, is expressly prohibited. ATVs may not be driven in excess of twenty (20) miles per hour. All persons operating or riding any vehicle, ATV, or motorized bike must comply with all Florida laws pertaining to such vehicles, including, but not limited to, to the extent required by Florida law, possession of a valid driver's license and the wearing of helmets and eye protection. Three-wheeled ATVs (3-wheelers) and unlicensed motorcycles are not permitted to be operated on the Property. Permittee Party shall be solely responsible for the operation of any permitted vehicles on the Property and acknowledges and agrees that Four Rivers assumes no responsibility or liability for any accident or incident resulting from the use of any vehicle, motorized bike or ATV on the Property. Permittee Party agrees to indemnify and hold Indemnitee (as defined in paragraph 11 of Permit) harmless from and against any and all claims, causes of action, suits, damages, penalties, fines, judgments, orders, losses, costs and expenses (including all expenses of litigation, court costs and attorneys' fees incurred in all levels of litigation) of every kind and description to which the Released Parties or any of them may be subjected by reasons of injury, sickness, death, or property damage, caused by, arising out of or in any way connected or related, directly or indirectly, with the use of vehicles on the Property by Permittee Party, and Permittee Party's guests or other invitees (collectively, "Guests"), minors and other third parties.
- v. If any minors accompany Permittee Party onto the Property, Permittee Party assumes all risks and shall be responsible for such minor's safety, actions and compliance with the terms of the Permit, and shall defend, indemnify and hold harmless the Released Parties from any expense or liability incurred in connection with any claim, action or suit brought by or on behalf of such minor or

by any third parties which might arise from or in connection with such minor's use of and presence on the Property. To the extent Permittee Party is a minor, such Permittee Party's legal guardian shall execute this Release and shall be bound by all the terms hereof and all the terms of the Permit on the minor's behalf.

2. **Waiver and Release; Assumption of Risk; Indemnity.**

a. **Express Assumption of Risk, Waiver and Release.** Permittee Party expressly recognizes that hunting and other recreational activities are hazardous and dangerous activities and assumes all risk and liability for any and all personal injuries or property damages to Permittee Party, Permittee Party's Guests, minors and other third parties on or using the Property with Permittee Party arising or related in any way (i) from the exercise of privileges granted under this Release or the Permit, (ii) any acts or omissions of Released Parties, specifically including their negligence, related to or on the Property, or (iii) any natural or artificial conditions on the Property or its appurtenances, whether known or unknown to Four Rivers or the Released Parties.

Permittee Party does hereby waive, release and forever discharge and hold harmless the Released Parties from any and all claims, causes of action, suits, damages, penalties, fines, judgments, orders, losses, costs and expenses (including all expenses of litigation, court costs and attorneys' fees incurred in all levels of litigation) of every kind and description to which the Released Parties or any of them may be subjected by reasons of injury, sickness, death, or property damage, caused by, arising out of or in any way connected or related, directly or indirectly, which arise or may hereafter arise from the activities of Permittee Party, Permittee Party's Guests, minors and other third parties on or using the Property with Permittee Party on or with respect to the Property, the Release and the Permit, and does covenant not to sue the Released Parties with respect to such matters. Without limiting the generality of the foregoing, Permittee Party expressly understands and agrees that the Released Parties shall not be liable for any personal injury (including death) or property damage suffered or incurred by Permittee Party, Permittee Party's Guests, minors and any third parties on or using the Property with Permittee Party caused by or in any way arising from, related or connected with the Permittee Party's (or Permittee Party's Guests, minors and other third parties on or using the Property with Permittee Party) exercise of privileges granted by this Release or Permit, specifically including but not limited to injuries, damages or claims arising from or related in any way to any defects or other conditions on or in the Property. Permittee Party further expressly understands and agrees that this Release waives, releases and discharges the Released Parties from any and all claims, causes of action, suits, damages, penalties, fines, judgments, orders, losses, costs and expenses (including all expenses of litigation, court costs and attorneys' fees incurred in all levels of litigation) of every kind and description to which the Released Parties or any of them may be subjected by reasons of injury, sickness, death, or property damage, caused by, arising out of or in any way connected or related, directly or indirectly, that Permittee Party may have against any of them in the future arising from or related in any way to Permittee Party's acts, omissions or other activities with respect to the Property and the Permit, including specifically whether caused in whole or part by the negligence of the Released Parties or their employees or agents. Permittee Party also expressly understands and agrees that the Released Parties are not responsible for, and do not assume any responsibility or obligation for, the safety of the Permittee Party, Permittee Party's Guests, minors and other third parties on or using the Property with Permittee Party, or to provide financial assistance or any other assistance in the event of personal

injury, illness or property damage. Permittee Party hereby expressly and specifically assumes the risk of injury or harm in connection with all activities upon the Property, whether caused in whole or in part by the negligence of the Released Parties or their employees or agents.

b. **Indemnity and Hold Harmless.** Permittee Party agrees to indemnify, defend and hold harmless the Released Parties from and against all claims, causes of action, suits, damages, penalties, fines, judgments, orders, losses, costs and expenses (including all expenses of litigation, court costs and attorneys' fees incurred in all levels of litigation) of every kind and description to which they or any of them may be subjected by reasons of injury, sickness, death, or property damage, caused by, arising out of or in any way arising from, connected or related, directly or indirectly, with the exercise by Permittee Party of the privileges granted under the Permit, the Release or the use of the Property by Permittee Party, Permittee Party's Guests, minors and other third parties on or using the Property with Permittee Party (including without limitation their acts or omissions while on the Property), **Permittee Party also expressly understands and agrees that the foregoing indemnity, defense and hold harmless agreement applies to claims arising from or related to the negligence, acts or omissions of the Released Parties.**

c. Minors. Permittee Party makes each of the foregoing statements, covenants, waivers, releases, agreements and representations on behalf of Permittee Party and Permittee Party's minor children who enter upon the Property.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

3. **Governing Law/Venue.** This Release and the Permit shall be governed and construed in accordance with the laws of the State of Florida, both as to interpretation and performance, and any action at law, suit in equity or judicial proceeding arising from or related in any way to this Release, the Permit or any provision thereof shall be exclusively filed only in the state or federal courts in Duval County, Florida. Permittee Party further expressly agrees to submit to the jurisdiction and venue of said courts.

4. **Waiver of Trial by Jury.** PERMITTEE PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THE PERMIT, THE RELEASE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PERMIT, THE RELEASE OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

5. **Miscellaneous.** Permittee Party expressly agrees that this Release is intended to be as, but only as, broad and inclusive as permitted by the laws of Florida. Permittee Party agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the clause or provision shall be interpreted by the court to provide as broad and inclusive protection for the Release Parties as permitted under the law, and the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, all of which shall continue to be enforceable.

IN WITNESS WHEREOF, each Permittee Party has executed this Acknowledgement, Release and Waiver of Liability as of the day and year first written above.

Name: _____ Signature: _____

Address: _____ Phone: _____

Name: _____ Signature: _____

Address: _____ Phone: _____

In the event that Permittee Party is a minor:

Name of Minor Child: _____

Name of Legal Guardian: _____

Signature of Legal Guardian: _____

Name of Minor Child: _____

Name of Legal Guardian: _____

Signature of Legal Guardian: _____