



LIMITED USE PERMIT

Name of Permittee _____ Employee ID _____

Requested Use _____ Dates Requested _____ thru _____

Vehicle Make _____ Vehicle License 1) _____ 2) _____

Tract(s) Name _____

DEFINITIONS

“Owner” means Rosboro, LLC, and its members, managers, employees, agents, subsidiaries and related companies. “Permittee” means the individual listed above and DOES NOT INCLUDE any guest or invitee of Permittee not specifically listed herein. Permittee is not allowed to bring more than 4 guests, or be in more than 1 vehicle or allow others to access Owner’s lands without permit. “Outdoor Recreational Activities” means those recreational activities specifically permitted under this Limited Use Permit.

LIMITED USE PERMIT

Valid For the period stated on this Limited Use Permit (although this permit may be revoked at any time for any reason by Owner), Owner grants to Permittee permission to access Owner’s lands only for swimming, picnicking, hiking, nature study, snow-shoeing, cross-country skiing, mountain bike riding, horseback riding, and hunting and fishing. **Provided that access is not allowed on any lands that are under any Industrial Fire Precaution level (IFPL) II or higher fire restrictions by the Oregon Department of Forestry.** IFPL are updated on the Oregon Department of Forestry web site at www.odf.state.or.us. This Limited Use Permit is granted pursuant to ORS 105.682. This Limited Use Permit only allows those activities specifically listed. Permittee is expressly prohibited from engaging in any other activities on Owner’s lands, including, *but not limited to*: (1) Camping; (2) fires of any kind; (3) smoking; (4) use of ATV’s; (5) motorcycles; (6) removal of timber and/or minerals; (7) commercial activities, including fee guiding or hunting; (8) garbage dumping; and (9) trapping. Permittee shall adhere to the following regulations: (1) non-motorized access and authorized vehicles allowed 1 hour before sunrise to 1 hour after sunset; (2) do not block gates or roads to access; (3) during wet weather, vehicles are allowed on rock roads only; (4) access around active work areas is prohibited; (5) yield right of way to logging vehicles; (6) no person shall be on Rosboro lands during extreme weather conditions. This includes but is not limited to the following: severe fire danger, thunder and lightning storms, severe snow storms, and periods of extreme rain fall, when land slides may become eminent; (7) use extreme caution at all times.

PERMITTEE’S COVENANTS, RELEASE AND INDEMNIFICATION OF OWNER

1. COVENANTS.

Permittee acknowledges that he/she is a licensee of Owner and has been advised of and forewarned against the inherent risks of engaging in the Outdoor Recreational Activities on Owner’s lands, and that while on Owner’s lands, he/she may be exposed to many risks, dangers and hazards which may result in personal injury, death or property damage. Such risks, dangers and hazards include, but are not limited to: accidents; the operation of recreational equipment; encounters with animals; unexpected changes in elevation, slope or foothold; uneven terrain including sink holes, irrigation channels and other manmade or naturally occurring ditches and obstacles; exposure to weather resulting in heat or cold related illnesses; drowning; lack of or remoteness to medical facilities or personnel; negligence of other permittees, licensees or invitees and NEGLIGENCE ON THE PART OF OWNER, INCLUDING THE FAILURE BY OWNER TO SAFEGUARD OR PROTECT PERMITTEE FROM THE INHERENT RISKS, DANGERS AND HAZARDS OF OUTDOOR RECREATIONAL ACTIVITIES. Permittee is aware that the physical exertion required by certain Outdoor Recreational Activities can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects.

2. WAIVER OF CLAIMS AND RELEASE OF LIABILITY

PURSUANT TO ORS 105.682, PERMITTEE WAIVES ANY AND ALL CLAIMS ARISING FROM OR RELATED TO OUTDOOR RECREATIONAL ACTIVITIES ON OWNER’S LANDS THAT PERMITTEE HAS OR MAY IN THE FUTURE HAVE AGAINST OWNER, AND RELEASES OWNER FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, AS A RESULT OF PERMITTEE’S PARTICIPATION IN OR EXPOSURE TO OUTDOOR RECREATIONAL ACTIVITIES ON OWNER’S LANDS, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF OWNER, AND FURTHER INCLUDING THE FAILURE ON THE PART OF OWNER TO SAFEGUARD OR PROTECT PERMITTEE FROM THE RISKS, DANGERS AND HAZARDS OF THE OUTDOOR RECREATIONAL ACTIVITIES. PERMITTEE ACKNOWLEDGES AND AGREES THAT IF HE/SHE IS NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THIS PERMIT, HIS/HER SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE TO CEASE PARTICIPATION IN OUTDOOR RECREATIONAL ACTIVITIES AND TO IMMEDIATELY REMOVE HIMSELF/HERSELF FROM OWNER’S LANDS.

3. INDEMNITY

PERMITTEE AGREES TO HOLD HARMLESS AND INDEMNIFY OWNER FROM ANY AND ALL LIABILITY FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, TO ANY THIRD PARTY RESULTING FROM PERMITTEE'S PARTICIPATION IN OR EXPOSURE TO OUTDOOR RECREATIONAL ACTIVITIES OR TO ANY PARTY OR PERSON ON OWNER'S LANDS REGARDLESS OF WHETHER SUCH PERSON HAS SIGNED THIS OR ANY SIMILAR AGREEMENT, EXCEPT TO THE EXTENT SUCH LIABILITY RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER.

This agreement shall be effective and binding upon Permittee's heirs, next of kin, executors, administrators, assigns and representatives. If any part of this agreement is held to be invalid or unenforceable, all other parts shall nevertheless continue in full force and effect.

PERMITTEE AND LISTED INDIVIDUALS CONFIRMS THAT THEY HAVE READ AND FULLY UNDERSTAND THIS LIMITED USE PERMIT PRIOR TO SIGNING IT AND ARE AWARE THAT BY SIGNING THIS LIMITED USE PERMIT THEY ARE WAIVING CERTAIN LEGAL RIGHTS, **INCLUDING THE RIGHT TO SUE**, WHICH HE/SHE, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST OWNER.

Attach a copy of your vehicle Insurance Identification Card. Permits will not be issued without this information.
Permittee:

1) Printed Name _____ Signature _____

Permittee Address: _____

Home Phone: _____ Work/Cell _____

Email Address: _____

Guest Name: _____ Guest Name: _____

Guest Name: _____ Guest Name: _____

The following to be completed by Rosboro, LLC:

Permitted Dates: _____ thru _____

Permitted Tract(s): _____

Permitted Use: _____

Comments: _____

PERMIT GRANTED:

Date: _____ ROSBORO, LLC By _____

Instructions:

1. Fill out Entry Permit Request Form completely. Incomplete information will result in delayed or denied permits.
2. List all guests in party, not to exceed four.
3. Include a current copy of your vehicle Insurance Identification Card.
4. Fax form to (541) 726-8919, or include self addressed stamped envelope and mail to Rosboro LLC, PO Box 20, Springfield, OR 97477.
5. If Permit is approved, it will be mailed approximately 10 days after request is received.
6. If permit is denied, a denial letter will be mailed approximately 10 days after request is received.