

## **ACCESS LICENSE**

Subject to the terms and conditions set forth on this Access License (this "Agreement"), *Five Dot Land & Cattle Company* (here after called "OWNER") does hereby grant

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(here after called "LICENSEE") the right to access and use the real property owned or leased by Owner described on the first line attached here to and incorporated herein by reference *the lands of Five Dot Land & Cattle Company* (the "Property"), pursuant to the terms and conditions described below for the purpose of *fishing at Round Valley Reservoir AKA Five Dot Fly Fishing Club* (the "Purpose").

### **TERM:**

This Agreement is valid from the date of execution until the end of that calendar year. LICENSEE shall execute a new Agreement annually thereafter to request access and use of the real property owned or leased by OWNER. OWNER reserves the right to modify and/or terminate the term of this Agreement at any time notwithstanding any terms and conditions described herein and below.

### **PURPOSE:**

LICENSEE shall only take actions and conduct activities responsibly and reasonably necessary to carry out the Purpose, while visiting the Property.

### **COMPLIANCE WITH LAWS:**

LICENSEE shall comply with all applicable laws. If LICENSEE violates any applicable law or regulation, the LICENSEE'S rights and privileges under this Agreement, may at the election of the OWNER, be terminated.

### **WAIVER OF CLAIMS AND INDEMNITY:**

LICENSEE waives all claims against the OWNER and OWNER'S officers, directors, employers, lessees, and agents (the "Indemnities") for damage to any property, injury or death of any person on the Property; arising from LICENSEE'S use of the Property and from any cause other than the gross negligence or willful misconduct of the Indemnities. LICENSEE shall keep OWNER safe, harmless, and defend the OWNER against all claims, liability, damage, or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the use of the Property by LICENSEE, except that caused by the gross negligence or willful misconduct of the Indemnities. These waivers of claims and indemnity obligations, shall apply even if such claims, liability, damage or loss results, or is claimed to result, from the negligence of the Indemnities. These Indemnity obligations shall include reasonable attorney fees, investigation costs, expert fees, and all other reasonable costs incurred by OWNER from the first notice that

any claim or demand is to be made or may be made. OWNER shall promptly give notice to LICENSEE of any claim or demand. The provisions of this section shall survive the termination of this Agreement for any event occurring prior to the termination.

LICENSEE understand that the Property is operated mainly as grazing land and agricultural property and that upon the property, there may be additional hazards some of which are obvious and some of which are not. Some may include but are not limited to: concealed holes or irregularities in the land which can make footing hazardous; wire fences and excess barb wire; some of which may be in disrepair and may constitute a concealed danger; misc. heavy equipment; lake and streams in which may be dry; dirt roads or trails that may be in disrepair; farm animals, wild animals and plants which may be dangerous as well as other hazards that can be both obvious and concealed (herein after the "Hazards"). LICENSEE recognizes and understands that injury may occur as a result of one or more of these hazards listed or could be as a result of other hazards located on the property not enumerated above. LICENSEE acknowledges that accessing the property, traveling and/or walking upon the property, operating motorized vehicles, and all other activities and conditions associated directly or indirectly with rights granted herein pose dangers and risks of injury and damage to LICENSEE and to his/her property. LICENSEE agrees that the hazards can be in different forms and recognizes that hazards may arise or be caused by the negligent actions or failure to act on part of INDEMNITIES. LICENSEE agrees to not choose to be exposed to the hazards by not entering into or exercising the privileges granted under this agreement.

LICENSEE does hereby give up and waive on his or her behalf and on behalf of their spouse, children, and heirs any and all claims against the INDEMNITIES; waiving for damages, liability, or expenses of whatsoever nature or kind which may arise directly or indirectly from any of the hazards.

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LICENSEE SIGNATURE

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DATE

**INSURANCE:**

Licensee shall have homeowners insurance or other insurance with general liability coverage for personal injury or death and as well as property damages with limits of no less than \$1,000,000.

**ADHERENCE TO RULES:**

The OWNER may issue rules regarding conduct on the Property by LICENSEE on the property from time to time. LICENSEE agrees to abide and adhere to all listed rules. LICENSEE understands and agrees that any violation of these rules is subject to immediate termination of any and all rights under this Agreement

**CONDITION OF PROPERTY "AS IS:"**

LICENSEE accepts the Property in its "as is" condition.

**BINDING UPON OTHERS:**

The Agreement shall be binding upon each party's heirs, assigns, agents, employees, and personal representatives.

**COUNTERPARTS:**

This Agreement may be executed in several counterparts. Each of which shall be deemed an original but all of which together, shall constitute one and the same instrument.

**ENTIRE AGREEMENT:**

This Agreement constitutes the sole and only agreement between OWNER and LICENSEE regarding the access and use of the Property. As of the effective date from this Agreement, LICENSEE and OWNER set forth to obligations to each other. Unless the OWNER and the LICENSEE may want to enter into further agreements among themselves that do not conflict with this Agreement. Any agreements or representations between OWNER and LICENSEE respecting such use and access to the Property not expressly set forth in this Agreement are null and void.

**EXECUTION:**

LICENSEE:

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Mailing Address: Street City State Zip Code*

\_\_\_\_\_  
*Day-Time Phone Email Address*

\_\_\_\_\_  
*Signature Date*

OWNER:

\_\_\_\_\_  
*Five Dot Land & Cattle Company*  
*Printed Name*

\_\_\_\_\_  
*Mailing Address: P.O. Box 50 Street Standish City CA State 96128 Zip Code*

## **RULES OF CONDUCT – FISHING**

1. LICENSEE shall park vehicles only in the designated parking area. Designated parking areas may change, at the discretion of OWNER.
2. Vehicles shall not be driven off roads for any purpose if the roads are wet. LICENSEE shall be responsible for determining if roads are too wet for vehicle traffic. Generally, roads are considered to be too wet if the vehicle makes visible ruts. LICENSEE may be held responsible for repair costs for roads damaged due to vehicle operation during wet conditions.
3. ATV's may not be driven on the Property.
4. Minors will not be allowed to fish unless accompanied by an adult.
5. LICENSEE may not access property if he/she is under the influence of drugs or alcohol beyond the legal limits.
6. LICENSEE will follow all laws set forth by the State of California and the California Department of Fish and Wildlife.
7. If LICENSEE is cited by any law enforcement agency for trespassing on any lands bordering the Property, LICENSEE shall be immediately expelled without refund.
8. If LICENSEE is cited for or is observed by the OWNER or his agent breaking fishing laws, LICENSEE will be expelled without refund.
9. Firearms shall not be brought onto the Property.
10. Campfires are not permitted for any reason.

By my signature, I acknowledge that I have read, understand, and agree to abide by the foregoing.

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LICENSEE SIGNATURE

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DATE