

**NONEXCLUSIVE REVOCABLE LICENSE
AND
WAIVER, RELEASE AND INDEMNITY AGREEMENT**

Patrick Murphy and Bryan Murphy, hereinafter "Licensor", are the owners of certain real property located in Wheeler County, bearing the physical address of 39150 Hwy. 207, Mitchell, Oregon (the "Property"). The undersigned "Licensee" desires to enter upon, use, work or conduct recreational activities on the Property, such as hunting, riding of recreational vehicles, ATV's, motorcycles, horseback riding, or the like. Licensor hereby grants a nonexclusive, limited revocable license to the undersigned Licensee to use the Property, subject to the terms of this Agreement.

The term of the license granted herein is for the period beginning on 3 / 24 / 23 and continuing through and ending on 3 / 26 / 23, or until such time as Licensor should otherwise determine. If no time is stated, the duration of this license shall be twenty-four (24) hours.

In consideration of the License granted under this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. Licensee does hereby release Licensor, their heirs, assigns and representatives, from and for any and all claims, damages, actions or liabilities in any way arising out of Licensee's use, activities on or occupation of the Property or the condition thereof whatsoever, including without limitation, any claims for bodily injury, death, damage to property or any other damage or injury arising out of the use of or in any way related to the Property or any activity thereon by any persons(s) whatsoever, including Licensor or other licensees. Licensee agrees that this release is a complete waiver and release of all claims Licensee may have, whether foreseen or unforeseen, arising out of or in any way related to Licensee's use of the Property whether caused in whole or in part by the negligence or gross negligence of Licensor to the fullest extent permitted by law.
2. Licensee further agrees to indemnify, defend and hold harmless Licensor from and for any and all claims, demands, damages, liabilities or judgments of each and every kind arising out of the use of the Property by Licensee. Licensee's heirs, successors, representatives, assigns, guests or any person(s) invited on the Property by Licensee.
3. Licensee acknowledges and understands that activities, such as hunting, hiking, operation of all terrain vehicles, four wheel drive vehicles, horseback riding, use of firearms, etc., are dangerous activities which can result in damage to property and/or death or bodily injury to persons performing such activities as well as others. The possibilities and sources of injury or damage include but are not limited to: firearms, collisions, road hazards, wild and domestic animals, poisonous snakes, insects and spiders, disputes with other licensees, deep water and the use of vehicles, etc. Licensee enters and uses the Property with full knowledge and acceptance of such hazards and consents and accepts all risk, for all such dangers and hazards, whether or not specifically stated herein.



RULES OF CONDUCT

While on or using the Property under the Nonexclusive Revocable License and Waiver, Release and Indemnity Agreement, Licensee and its guests shall abide by the following rules at all times:

- Licensee shall abide by all local, State and Federal laws, rules and regulations, including but not limited to all Hunting, Fishing and Gaming requirements/restrictions for the State of Oregon.
- Licensee shall not discard any trash, debris, waste or the like on the Property, including but not limited to all food wrappers, sacks, containers, cans, bottles, and shell casings.
- Licensee shall not perform any activity on Property or use the Property in such a manner that poses an unreasonable risk to the health or safety of Licensee, its guests or other persons on or using the Property.
- Licensee and any guests of Licensee shall use at all times their own helmets, flags, reflective vests, etc., to ensure the health and safety of themselves and others on the Property.
- Licensee is solely responsible for ensuring that Licensee and its guests comply with local, State and Federal laws, rules and regulations and the Rules of Conduct.
- No fires on the Property.
- No use or possession of nonprescription drugs or alcohol on Property.
- No guest may invite another person on the Property.
- Licensee will only operate vehicles on established roads.
- Licensor reserves the right to immediately remove any person or property from the Property for unsafe or inappropriate conduct as determined by Licensor, in its sole discretion.

By signing below, Licensee knowingly and expressly assumes the risk of exposure to those conditions, both natural and man-made, present on the Property, including the activities of any others, including Licensors, other Licensees, invitees, guests or trespassers.

4. **LICENSEE ACKNOWLEDGES AND UNDERSTANDS THAT LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED AND OTHERWISE, AS TO THE PROPERTY OR CONDITION THEREOF, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES, INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR USE.**

5. The indemnification, release, waiver and hold harmless provisions of this Agreement shall remain in full force and effect during the term of this Agreement and thereafter, and shall survive any termination, revocation and expiration of this Agreement and shall remain in full force and effect until such time as the statute of limitations on such claims, demands and damages has expired or until Licensors has agreed otherwise in writing, whichever is earlier.

6. In the event any one or more of the provisions, terms, covenants or conditions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, it shall not affect the validity or enforceability of such provision, term, covenant or condition in any other respect and shall not affect the validity or enforceability of the remaining provisions, terms, covenants or conditions of this Agreement.

7. Licensee shall comply with all local, State and Federal laws, rules and regulations applicable to its use of or activities on the Property, including but not limited to any licensing/tag requirements, permits and gaming rules and regulations. Notwithstanding the fact the Property is not public property, while on the Property, Licensee shall comply with all laws, rules and regulations applicable to public property, including but not limited to laws regarding the operation of all terrain vehicles and hunting and gaming laws. Upon reasonable request, Licensee agrees to promptly provide Licensors with proof of appropriate licensing, tag or permit requirements.

8. Licensee may be accompanied by not more than ____ identified and approved guests at any time while on the Property, so that the maximum number of persons permitted to be on or use the Property under this Agreement shall total ____, including Licensee. If Licensee brings guests onto the Property, Licensee and its guests shall remain together in the same party and reasonably close proximity to each other given the nature of the activity. Licensee assumes sole and absolute responsibility for each guest and all acts committed by them. Licensee shall inform all guests of the Rules of Conduct for the Property and of the risks, dangers and hazards listed in Section 4 above.

9. The breach of any of the conditions or terms of this Agreement, or the Rules of Conduct by Licensee or Licensee's guests, will result in the immediate termination and revocation of all rights granted under this Agreement without further notice.

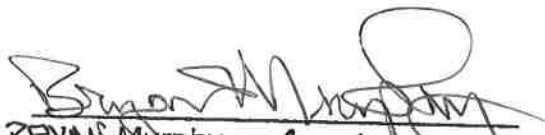
10. Notwithstanding any other provision of this Agreement, Licenser reserves the right to terminate and revoke all rights granted hereunder at any time, with or without cause and without notice.

11. The rights granted under this Agreement are nontransferable and Licensee shall not transfer, sell or assign any of the rights, duties or obligations under this Agreement without the prior written consent of Licenser.


12. Licensee to obtain such insurance against any casualty or loss and in such amounts as Licenser in its discretion may determine reasonable or necessary.

13. By signing below, Licensee acknowledges that he has read this Agreement, understands it and consents to all the covenants, terms and conditions contained herein.

Licenser:


BRYAN Murphy
Date: 3/2/23

Licensee:


(Signature)
Date: _____

Print Name: _____

Address: _____

Phone: _____