

**2016 LICENSE AND RELEASE FOR ACCESS  
TO PROPERTY OF  
KENTUCKY RIVER PROPERTIES LLC AND TIMBERLANDS, LLC**

This **License for Access** (“**License**”) is hereby granted by **KENTUCKY RIVER PROPERTIES LLC**, and **TIMBERLANDS, LLC**, each with a mailing address of P.O. Box 269, Hazard, Kentucky, 41702 (collectively “**KRP**”) and \_\_\_\_\_ with a mailing address of \_\_\_\_\_ (“**Licensee**”).

**Witnesseth:**

**THAT WHEREAS**, KRP is the owner of certain property as generally depicted on the map to be provided Licensee by the Kentucky Department of Fish and Wildlife (“**KDFW**”). The KRP property depicted on the map is herein referred to as the “**Property**”; and,

**WHEREAS**, KDFW has requested that KRP make the Property available for scouting and hunting elk during the calendar year 2016; and,

**WHEREAS**, as a gesture of good will toward sportsmen, and in an effort to assist KDFW in managing the elk population in Eastern Kentucky, and at the request of KDFW, KRP has agreed to allow scouting and hunting elk on the Property during the calendar year 2016 without compensation, on the condition that KDFW administer all applications for a License, obtain the required signatures on the License and other ministerial matters in connection with the scouting and hunting of elk on the Property; and,

**WHEREAS**, Licensee represents that he/she has been selected to hunt elk in Kentucky during the calendar year 2016 (or intends to accompany someone who has been selected) and has requested permission to enter onto the Property for such purposes; and,

**WHEREAS**, KRP is agreeable to allow such entry, but only if the Licensee agrees to the following terms and conditions and indicates such agreement by signature at the end of this License:

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the undersigned Licensee having requested permission to enter upon the Property, and by this License being allowed to enter upon the Property, for the purpose of scouting for and hunting elk or assisting, filming or accompanying an elk hunter, the parties hereby voluntarily agree as follows:

**1.** KRP, its directors, officers and employees, its coal lessees, oil and gas lessees, farm lessees and other lessees or licensees, if any, their directors, officers and employees (hereinafter referred to collectively as “**the Group**”) are not responsible or liable for:

- a.** the quality of Licensee’s hunting experience on the Property or otherwise;
- b.** the probability that the Licensee will see or harvest and elk;
- c.** any encounters the Licensee may have with other people that happen to be present on the Property;
- d.** the quality of Licensee’s guide, if Licensee uses a guide;

- e. assisting the Licensee in any way, including but not limited to, helping move a harvested elk out of the field;
- f. the Licensee's safety while on the property;
- g. the weather conditions during Licensee's hunt;
- h. the success of the Licensee during the hunt;
- i. the actions of KDFW or any other state or federal agency;
- j. interference by any person or organization with Licensee's activities, including the hunting of elk while on the Property;
- k. actions of KRP's personnel, lessees, or their agents or others with the right to be on the Property;
- l. actions of trespassers on the Property;
- m. Licensee's overall experience while on the Property;
- n. Licensee being moved away or relocated from permitted areas or areas where dangerous conditions exist, by KRP's lessees, personnel of KDFW, law enforcement or others with rights in and to the property.

2. Licensee assumes all risks of harm, accident, death or damage to his/her person and/or property or other rights and privileges while on the Property;

3. Except for intentionally tortious acts, Licensee hereby releases, discharges and agrees to hold The Group harmless from every claim, liability, or demand of any kind for or on account of any accident, personal injury or death, harm or damages of any kind sustained;

4. Licensee agrees to compensate The Group or either of them for any damage the undersigned Licensee may cause while on the Property, and to hold The Group or either of them harmless for any damages, injury or death caused by the undersigned Licensee to the person or property of other persons while on the Property.

5. Licensee acknowledges that the Property is located in remote areas and may include lands with rough and unstable surface, loose rock and soil, open pits and shafts, active haulage routes, blasting and subsidence areas, areas where heavy equipment operates, ponds or other waters of irregular shore and bottom and oil and gas wells, pipelines, power lines and other facilities. These areas have not been prepared or maintained for public access. These areas are without telephone and cell phone coverage and there are no nearby medical facilities, and that there may be dangerous snakes, insects, wildlife, as well as other dangerous conditions on the Property. Licensee agrees to take necessary steps to familiarize him/herself with the above property, conditions and of any operations being carried out on said property in order to protect him/herself from any such danger.

6. Licensee shall comply with all hunting regulations and safety requirements.

7. Licensee understands that there may be others, including hunters on the Property and people in close proximity to the Property, which could result in safety issues for both Licensee and

others. Licensee assumes the risk of being injured by others while on the Property, and represents that he/she is skilled in the use of firearms and shall exercise extreme care when discharging firearms on the Property.

8. Licensee further acknowledges The Group's exemption from liability pursuant to Kentucky Revised Statutes 150.645 and 411.190 and others. This License allows the Licensee to enter the property "AS IS" with no warranty of any kind by The Group.

9. Furthermore, Licensee acknowledges and agrees that the permission to hunt elk is subordinate to all rights of KRP or its lessees and assigns and the undersigned Licensee agrees not to interfere in any way with and shall keep a safe distance from all mining operations, refuse impoundments, silt ponds, highwalls and other potentially dangerous conditions or situations. **This License does not authorize the entry onto active permits related to mining without the prior written consent of the permit holder.**

10. This license is for the 2016 elk season only and for use of the undersigned Licensee only, and may not be assigned to another.

11. Licensee represents that he/she has all requisite license, permits and tags to hunt elk and has completed all required safety and training courses required to hunt elk. Furthermore, Licensee understands that this License is for the period beginning on the date of approval by KRP and shall extend until the end of the 2016 elk season. However, this License may be terminated at any time by KRP with or without cause, and with no liability to The Group for any claims by Licensee for loss or damage caused by the termination.

12. This license is to be construed as permission to enter upon KRP property to scout for and hunt elk in a lawful manner during the lawful elk hunting 2016 season as set by the KDFW (or for those who may accompany such hunter for the purposes allowed herein).

13. Licensee agrees to not litter, cause any environmental damage to the Property or violate any laws, rule or regulations while on the Property. The Property on which the undersigned Licensee is allowed to hunt is limited to the lands of KRP located within the areas designated on the map to be provided by KDFW for this event.

14. A copy of this License must be in your possession, and any person accompanying you must have a License from KRP at all times while on KRP property. This License must be presented for inspection to personnel of KDWF or KRP upon request.

15. Licensee understands that KRP is not engaged in offering hunting opportunities or providing hunting guide services, and has no one employed to oversee the hunt. Licensee understands that guides and employees of KDFW are not employees or agents of KRP. KRP recommends the use of a Commercial Guide licensed by KDFW while on KRP property. (A list is available from KDWF). In the event the Licensee uses a Commercial Guide, licensed by the Commonwealth of Kentucky, Licensee understands that the Commercial Guide must also have a License issued by KRP, but that the guide is not acting on behalf of KRP.

**16.** This License shall be governed under the laws of the Commonwealth of Kentucky. The parties both (i) consent to the venue and jurisdiction of the Perry County, Kentucky Circuit Court relating to any questions or disputes relating to interpretation or enforcement of this License; and (ii) waive any objections to venue in such court.

**17.** This License sets forth the entire understanding of the parties with respect to the matters contained herein. This License may not be changed or modified in whole or in part other than in writing signed by the parties hereto.

**18.** In case any one or more of the provisions of this License shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions shall in no way be affected, prejudiced, or disturbed thereby. If any court shall determine that any provision of this License is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

**19.** This agreement may be executed in one or more counterparts (including by means of facsimile or e-mail signature pages) and all such counterparts taken together shall constitute one and the same agreement.

**20.** KRP reserves all rights in and to the Property, subject to the terms of this License. Without waiving any such rights, KRP by this License does not assume any responsibility to oversee or monitor the activities of Licensee while on the Property. All questions regarding the rights and privileges granted by this License or by the licenses or tags granted by KDFW, shall be directed to KDFW, but KRP reserves the right to interpret the terms of this License. **Failure to comply with this provision or any provision of this License, may result in this Licenses being immediately revoked and the Licensee being removed from the Property.**

**SIGNATURE PAGE TO 2016 LICENSE AND RELEASE**

The undersigned Licensees acknowledges that they have read this entire License and is signing this License voluntarily, without duress, and by signature hereby accepts and agrees, jointly and severally, to all of the provisions of this License contained herein.

This License granted this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Name and Address of Hunter or Assistant:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_

KDFW Hunting License #: \_\_\_\_\_

**APPROVED:**

Kentucky River Properties LLC

And

Timberlands, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

**ACKNOWLEDGEMENT BY HUNTER OR ASSISTANT:**

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_)

This instrument was acknowledged before me by \_\_\_\_\_ to be his free act and deed.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public