

RELEASE AND INDEMNITY AGREEMENT

THIS RELEASE AND INDEMNITY AGREEMENT is made effective as of June 12, 2019, by _____ (“Releasor”), for the benefit of SIERRA PACIFIC INDUSTRIES and its officers, directors, employees, agents and other representatives (collectively, “SPI”).

RECITALS:

A. SPI operates multiple sawmills, multiple cogeneration facilities, a millwork manufacturing facility, a window and door manufacturing facility and various forestry and science-based operations (each, an “Operation”). Releasor is associated with a club or other organization (“Plumas F.I.T. Program”) which will visit and tour (the “Tour”) for non-business-related purposes on June 12, 2019, the following Operation: Sierra Pacific Industries – Almanor District in Westwood, CA (the “Tour Site”).

B. Releasor understands that the Tour Site is an industrial workplace, is not designed to accommodate visitors and that there are inherent potential hazards involved in the Tour. As an industrial workplace, the employees of SPI who normally work at the Tour Site have received special training on safety. During the Tour, SPI will attempt to achieve safe practices in the Tour Site and will give instructions to Releasor which must be followed in order to achieve the safest environment for the Tour. Releasor understands that even if Releasor follows all instructions given by SPI personnel, there are inherent risks involved in the Tour and Releasor is assuming the risk of such potential dangers.

C. As a condition of allowing Releasor onto the Tour Site, Releasor desires to release SPI and indemnify and hold SPI harmless from any and all injuries or damages of any kind sustained by Releasor or any third party as a result of Releasor’s visit to and tour of the Tour Site.

NOW, THEREFORE, Releasor hereby agrees as follows:

Releasor hereby accepts and assumes the risks involved in Releasor’s participation in the Tour and hereby releases SPI from any and all injuries, loss, liability, damage, cost and expense (including attorney’s fees), or any other damages which may be sustained by Releasor arising from Releasor’s Tour of the Tour Site.

Releasor also hereby agrees to indemnify and hold SPI harmless from any and all loss, liability, damage, cost and expense (including attorney’s fees) arising out of Releasor’s Tour of the Tour Site, including, but not limited to, any claim of any third party arising as a result of Releasor’s Tour of the Tour Site.

IN WITNESS WHEREOF, Releasor has executed this Release and Indemnity Agreement effective as of June 12, 2019.

Acknowledged:

Kristy Lanham

Representative of Organization

RELEASOR