



WAIVER AND RELEASE AGREEMENT

THIS WAIVER AND RELEASE AGREEMENT ("Agreement") is made by the undersigned person or persons ("Visitor") for the benefit of **GEORGIA-PACIFIC GYPSUM LLC**, a Delaware limited liability company ("GP").

In consideration of permission to enter GP's Weiser Quarry lands situated in Clark County, Nevada ("Property"), and for the sole and only purpose of entering and crossing certain portions of the Property in motorized vehicles in order to access various roads, trails, and venues adjacent to the Property for off-road recreational driving (the "Purpose"), I Visitor for myself, my personal representatives, assigns, heirs, and next of kin **ACKNOWLEDGE AND AGREE** that GP has granted Visitor access to the Property under the following terms and conditions:

I, Visitor fully understand that: (a) The Purpose involves risks and dangers of damage or injury to my person (including death) or property and those of others ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Purpose, or otherwise; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE PURPOSE. I FURTHER ACKNOWLEDGE AND ACCEPT THAT I SHALL ENTER THE PROPERTY AT MY OWN RISK AND GP MAKES NO WARRANTIES AS TO THE SAFETY, FITNESS FOR ANY PURPOSE OR CONDITION OF THE PROPERTY AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES OR HARM AS IS HEREINAFTER PROVIDED.**

I, VISITOR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY RELEASE AND DISCHARGE GP, ITS AFFILIATE COMPANIES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR CONTRACTORS (EACH CONSIDERED "RELEASEES" HEREIN) FROM ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, LOSSES, DAMAGES OR INJURIES TO THE PERSON (INCLUDING DEATH) OR PROPERTY ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART WHILE ON AND WITH RESPECT TO ACCESS TO GP'S PROPERTY. THIS STATEMENT CONSTITUTES AN AGREEMENT NOT TO SUE FOR SUCH INJURIES OR DAMAGES; AND I FURTHER AGREE THAT I WILL INDEMNIFY SAVE AND HOLD HARMLESS EACH OF THE RELEASEES, FROM ALL LOSSES, COSTS, CLAIMS, EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS), SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES OR DAMAGES OF EVERY NATURE AND DESCRIPTION.

I, VISITOR SHALL AT MY SOLE COST AND EXPENSE, DEFEND GP AGAINST ALL ACTIONS, SUITS OR OTHER PROCEEDINGS FOR WHICH I MAY HAVE AN INDEMNIFICATION OBLIGATION HEREIN, AND SHALL PAY OR SATISFY ANY JUDGMENT OR DECREE THAT MAY BE RENDERED AGAINST GP IN ANY SUCH ACTION, SUIT, OR PROCEEDING. GP MAY, AT ITS SOLE DISCRETION AND EXPENSE, PARTICIPATE IN OR ASSUME THE DEFENSE OF ANY SUCH MATTER, BUT SUCH PARTICIPATION IN OR ASSUMPTION OF DEFENSE BY GP SHALL NOT AFFECT MY OBLIGATIONS HEREIN.

THE UNDERSIGNED EXPRESSLY UNDERSTANDS AND AGREES THAT THIS WAIVER AND RELEASE DOES NOT CONSTITUTE AN ADMISSION OF LIABILITY ON THE PART OF GP OR ANY OTHER PARTY.

I, Visitor have read this Agreement, fully understand its terms and conditions, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the fullest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signed: _____ Date: _____

Printed Name of Visitor: _____

Address: _____

PARENTAL CONSENT - For Visitor under the age of 18("Minor"):

AND I, the Minor's parent and/or legal guardian, have read this Agreement, fully understand its terms and conditions, understand that I, and the Minor have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the fullest extent allowed by law on my and the Minor's account. I shall personally and/or on the Minors behalf carry out and adhere to all aforementioned duties, obligations, terms and conditions and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signed: _____ Date: _____

Printed Name of Parent or Guardian: _____

Address: _____