

FAMOUS READING OUTDOORS, LLC
ACCESS PERMIT WITH RELEASE AND INDEMNIFICATION

In consideration of payment by the undersigned ("Permit Holder") of the amount of One Hundred Seventy Five (\$175.00) Dollars and intending to be legally bound, Famous Reading Outdoors, LLC ("FRO") hereby grants the Permit Holder this Access Permit, and the Permit Holder accepts this Access Permit, on the following conditions:

- 1. This Access Permit is valid for calendar year 2017 & 2018. This Access Permit shall terminate at sunset on December 31, 2018 unless FRO terminates this Access Permit earlier.**
2. Access Permits are non-transferable and non-assignable. If FRO determines that this Access Permit has been used by any person other than the Permit Holder, this Access Permit shall be immediately terminated and the Permit Holder will forfeit this Access Permit for the remainder of the calendar year. Further, the Permit Holder agrees that he or she will be banned from purchasing another Access Permit in the future. The Permit Holder understands and agrees that any person found to be using this Access Permit without signing for it will be prosecuted under the laws of Pennsylvania and for trespassing on FRO leased property and/or property owned by Reading Anthracite Company ("RAC"). FRO currently leases certain real property from RAC, which is set forth on Exhibit "A" ("FRO Properties").
3. This Access Permit provides Permit Holder with permission to be on FRO's Properties between sunrise and sunset, excluding those properties where there is active mining or any other working facilities or any posted properties by FRO, RAC, and/or any other entity. The Permit Holder must have this Access Permit displayed on their dashboard of their vehicle at all times; otherwise, any vehicle without a valid Access Permit will be towed at the Permit Holder's sole cost and expense. The Permit Holder must have a separate permit from FRO on them at all times, which must be visible on the Permit Holder and/or any off-road vehicle they are operating on FRO Properties. The Permit Holder agrees that he or she may not enter FRO Properties prior to sunrise and/or remain on FRO Properties after sunset. **This Access Permit does not grant Permit Holder access and/or any rights to enter onto any other property owned and/or leased by FRO, RAC, and/or any other entity of the Rich Family of Companies.**
4. Permission is granted for recreational activities only; provided however, **camping, overnight camping, fires, bon fires, swimming, fishing, trapping, or any organized events such as races or parties are strictly prohibited.** The Permit Holder agrees that he or she is not permitted to have any type of fire on FRO Properties. Further, the Permit Holder agrees that the use of alcohol, drugs and controlled substances on FRO Properties is **strictly prohibited**. The Permit Holder agrees that he or she shall not be under the influence of any alcohol, drugs and controlled substances while on FRO Properties.
5. If the Permit Holder desires to hunt on FRO Properties, the Permit Holder must have a valid hunting license on him and/or her at all times while on FRO Properties and must provide FRO with a copy of a valid hunting license within five days of any request by FRO. Permit Holder must have a valid hunting license prior to entering FRO Properties to hunt in accordance with said hunting license. Hunting is only permitted from sunrise to sunset during the respective hunting season. If the hunting license is suspended or revoked, the Permit Holder must notify FRO immediately.
6. If the Permit Holder desires to take any type of licensed vehicle on FRO Properties, the Permit Holder must provide FRO with a copy of proof of insurance and registration, if applicable, for that vehicle. The Permit Holder agrees to maintain said insurance and registration throughout the calendar year and to provide FRO with updated proof of insurance and registration during the calendar year.
7. The Permit Holder is encouraged to report to FRO any person that he or she observes trespassing on FRO Properties to FRO; provided however, Permit Holder agrees not to engage and/or interact with any person that he or she suspects of trespassing. If any such report leads to the prosecution of a trespasser, then the Permit Holder shall receive a free access permit for the following year unless the Permit Holder is in violation of this Access Permit.
8. The Permit Holder affirms that he or she is at least 12 years of age. If any Permit Holder is under the age of 18 years of age, the parent(s) or legal guardian of the Permit Holder shall join and co-sign this Access Permit.
9. **Release, Hold Harmless, and Indemnification.** In consideration for the access and permission granted herein, and intending to be bound legally, the undersigned Permit Holder, on his/her behalf and on behalf of my respective heirs, personal representatives, successors and/or assigns, also agrees to:
 - A. **Release, hold harmless and discharge FAMOUS READING OUTDOORS, LLC, READING ANTHRACITE COMPANY and/or their respective owners, operators, affiliated companies, stockholders, stockholder family members, directors, officers, agents, servants, members, employees, all entities that are part of the Rich Family of Companies, successors and assigns (collectively "Released Parties"), from any and all claims, demands, actions, costs (including but not limited to reasonable attorney fees), damages, liabilities, expenses and judgments which the Permit Holder ever had, or now have, or may have, or which Permit Holder's heirs, executors, personal representatives, administrators, successors or assigns may have, or claim to have, against any of the Released Parties for all personal injuries to the Permit Holder (including but not limited to bodily injury, severe bodily injury, and/or death), known or unknown, and injuries to any of Permit Holder's property, real or personal, caused by, or arising out of, directly and/or indirectly, the use of this Access Permit by the Permit Holder.**
 - B. **Indemnify, defend and hold harmless FAMOUS READING OUTDOORS, LLC, READING ANTHRACITE COMPANY, and the other Released Parties referenced in subparagraph A above, from and against any and all liabilities, claims, suits, demands, actions, expenses costs (including but not limited to reasonable attorney fees), and/or judgments, arising from any personal injury (including but not limited to bodily injury, severe bodily injury, and/or death) and/or property damage that the Permit Holder causes to any other individual, person and/or entity while the Permit Holder is on FRO Properties.**
 - C. **Reimburse FRO and/or RAC at replacement cost for any damage caused by the Permit Holder to any FRO and/or RAC real property and/or personal property while on FRO Properties and/or while using this Access Permit.**

Permit Holder Initials _____

Parent(s)/Legal Guardian Initials _____

10. The Permit Holder agrees to comply with all applicable laws, rules and regulations of the Commonwealth of Pennsylvania, Foster Township, Cass Township, and any other municipality where the Permit Holder may access RAC property pursuant to this Access Permit. A copy of the ordinances issued by Foster and Cass Townships, as of 2017, are attached to this Access Permit for your convenience. It is the Permit Holder's responsibility to become fully familiar with said Ordinances and any changes and revisions made to said Ordinances after the date of this Access Permit. RAC is not responsible for any future ordinances, changes, and/or revisions, but rather said responsibility rests solely with the Permit Holder.

11. Any Permit Holder who violates any laws, rules and regulations, be they Federal, State or Local, will have his or her Access Permit revoked and terminated without refund of any monies.

12. **FRO does not warrant the condition of the FRO Properties and the Permit Holder assumes any and all risks associated with entering and using FRO Properties. Permit Holder acknowledges, acknowledges and agrees that (a) recreation activities such as off-road activities are inherently dangerous and assumes all risks including but not limited to the risk of bodily harm, severe bodily harm, and/or death; (b) FRO and RAC have not made any warranties and/or representations, written and/or oral, with regards to the condition of the FRO Properties; (c) FRO, RAC and its affiliated companies, owners, insurers, employees, and/or agents have absolutely no obligation to ensure my safety while on FRO Properties; (d) FRO Properties are not maintained and there may be boulders and other objects located on FRO Properties; (e) my use of the rights granted under the Access Permit to enter upon FRO Properties may result in injury and/or illness, including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (f) these risk and dangers may be caused by the negligence, intentional acts, and/or omissions of myself, other individuals granted access to FRO Properties, other individuals, FRO, other entities and/or their respective agents, insurers, employees, and/or representatives; and (g) by my entry onto FRO Properties, I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITIES FOR LOSSES AND/OR DAMAGES, whether caused in whole or in part by the negligence, intentional acts, and/or omissions of myself and/or others.**

13. The Permit Holder warrants and represents that (a) the vehicle(s) that the Permit Holder are using is/are lawfully registered, inspected, and insured, and that Permit Holder has no knowledge of any condition that might render the vehicle(s) unsafe in any manner; (b) the Permit Holder is properly licensed and/or certified to operate the vehicle(s); (c) the Permit Holder is physically and mentally healthy and able to operate said vehicle(s); (d) the Permit Holder has no condition, physical and/or mental, that will put him/her and/or others at risk while on FRO Properties; (e) the Permit Holder will not operate the vehicle(s) under the influence of alcohol, drugs, and/or any other substance; and (f) the Permit Holder will not bring alcohol, drugs, and/or any other illegal substances onto FRO Properties and/or will not provide any alcohol, drugs, and/or any other illegal substances to any other individual including but not limited to minors.

14. Permit Holder Agrees to wear a governmentally approved safety helmet at all times while operating and/or riding on any type of vehicle, ATV, motorcycle, bicycle, UTV, dirt bike, and/or any other off-road vehicle. Further, Permit Holder agrees to wear a seatbelt and/or safety harness at all times while operating and/or riding on any type of vehicle, ATV, motorcycle, UTV, dirt bike, and/or any other off-road vehicle. Permit Holder agrees to wear proper footwear. Failure to comply with any of the terms of this Access Permit, including but not limited to this paragraph, will result in the immediate termination and revocation of this Access Permit without any refund.

15. Any Permit Holder, whose actions cause Foster Township, Cass Township, any municipality, or any governmental agency to cite, ticket or fine RAC shall have their Access Permit immediately terminated without refund of any monies. Further, the Permit Holder who causes such a citation agrees to indemnify RAC and the other Released Parties set forth in Paragraph 9A above and said Permit Holder shall pay and be solely responsible for any and all fines, costs, and attorney's fees incurred by FRO and/or RAC on account of said citation or ticket.

16. **Permit Holder acknowledges and agrees that Permit Holder has read this document and fully understands its terms and fully understands that he/she has given up substantial rights by signing it, and Permit Holder is signing it freely and voluntarily without any inducement.**

17. This Access Permit shall be governed by the laws of Pennsylvania. The captions used herein are for the convenience of the parties. If any paragraph of this Access Permit shall be held unlawful, invalid or enforceable, that paragraph shall be deemed deleted and without prejudice to the lawfulness, validity, and enforceability of the remaining paragraphs and sections. This Access Permit is binding on Permit Holder and his/her respective heirs, personal representatives, successors, and/or assigns.

IN WITNESS WHEREOF, the undersigned Permit Holder, intending to be legally bound, has signed this Access Permit with Release and Indemnification on _____ (Date).

Permit Holder:

Name: _____

Address: _____

Phone: _____ Email: _____

Birthdate: _____

Permit Emergency Contact Information:

Name of Person: _____

Relationship: _____

Emergency Phone: _____

In the event that the Permit Holder is under the age of 18 years old, the undersigned parent(s) or legal guardian of the Permit Holder agrees to be bound to this Access Permit with Release and Indemnification to the same extent as if they were the Permit Holder and further acknowledge and agree that they authorize the Permit Holder to enter into this Access Permit with Release and Indemnification. The undersigned parent(s) or legal guardian certifies that he/she/they have legal responsibility of the Permit Holder. Further, the undersigned parent(s) or legal guardian consents to Permit Holder agreeing to the terms and conditions set forth in in this Access Permit including but not limited to the release, waiver, and indemnification. Further, the undersigned parent(s) or legal guardian of Permit Holder consents and agrees to be bound by all terms of the Access Permit for himself/herself/themselves and their respective heirs and/or the heirs of the Permit Holder. I/We have read, understand, and agree to the terms and conditions set forth above and by my/our signature below, I/we, intending to be legally bound, agree to the terms contained hereon on my/our respective behalf and on behalf of the Permit Holder, and our respective personal representatives, heirs, successors and/or assigns.

Name: _____
Relation: _____

Name: _____
Relation: _____

Approved by: FAMOUS READING OUTDOORS, LLC:

By: _____

Date: _____

Permit Holder Initials _____

Parent(s)/Legal Guardian Initials _____

FAMOUS READING OUTDOORS, LLC
ACCESS PERMIT HOLDER WARRANTY AND REPRESENTATION

For each Permitted Use/Activity, please have all required documentation on you at all times while on FRO Property. Further, upon request by Famous Reading Outdoors, LLC ("FRO"), you agree to promptly provide proof of the required documentation for each permitted use. The required documentation must be valid and current throughout the term of the Access Permit. The following uses and activities are considered "Permitted Uses/Activities" and sets forth the required documentation:

Permitted Uses/Activities

- **Full Sized Vehicles** (Driver's License or Valid Photo ID, Registration, and Insurance);
- **ATV – All Terrain Vehicle** (Driver's License or Valid Photo ID, Registration, and Insurance);
- **UTV – Utility Terrain Vehicle** (Driver's License or Valid Photo ID, Registration, and Insurance);
- **Dirt Bike** (Driver's License or Valid Photo ID and Insurance);
- **Dune Buggy** (Driver's License or Valid Photo ID and Insurance);
- **Snowmobile** (Driver's License or Valid Photo ID and Insurance);
- **Mountain Bike** (Driver's License or Valid Photo ID);
- **Hiking** (Driver's License or Valid Photo ID); and
- **Hunting** (Driver's License or Valid Photo ID);

Initials

_____ I certify, warrant and represent that I have all required documentation for each Permitted Uses (as listed next to each Permitted Use) that I intend to use on FRO Property in accordance with the Access Permit. Further, I certify, warrant, and represent that all required documentation will be current and valid throughout the term of the Access Permit. While on FRO Property, I agree to have all required documentation on me at all times. Upon request from FRO, I agree to promptly provide copies of all required documentation.

_____ I certify, warrant and represent that I am complying with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations.

_____ I certify, warrant and represent that I will maintain insurance with a minimum policy amount of \$100,000 with a reputable insurance company authorized to do business in Pennsylvania on any vehicles I intend to use pursuant to the Access Permit. I agree to maintain such insurance throughout the term of the Access Permit. I agree to have proof of insurance on my person at all times while on FRO Property and/or using the Access Permit.

I certify, warrant and represent that the certification, representations and warranties set forth are true and accurate. I further certify, warrant and represent that I have read and understand the Access Permit with Release and Indemnification and I agree to be legally bound by the statements set forth herein and in the Access Permit with Release and Indemnification.

IN WITNESS WHEREOF, I have executed this Access Permit Holder Warranty and Representation on this ___ day of _____, 2017.

WITNESS:

(PLEASE PRINT NAME LEGIABLY)
ACCESS PERMIT HOLDER

Sign: _____

Print Name: _____