

Famous Reading Outdoors, LLC – Tour Permit (“Tour Permit”)

In consideration of payment by the undersigned (“Permit Holder”) of being permitted to participate in a tour under the guidance and supervision of Pennsyl Tuckey Tours, LLC (“Pennsyl Tuckey”) and intending to be legally bound, Famous Reading Outdoors, LLC (“FRO”) hereby grants the Permit Holder this Tour Permit, and the Permit Holder accepts this Tour Permit, on the following conditions:

- 1. This Tour Permit is valid only for the time period that the Permit Holder is participating in a scheduled tour of Pennsyl Tuckey. Once the tour is complete, Permit Holder acknowledges and agrees that he or she must immediately vacate the FRO Properties unless the Permit Holder purchases an annual access permit from FRO. FRO is not affiliated with Pennsyl Tuckey and further FRO makes absolutely no warranties and representations (express, implied or otherwise) as it relates to Pennsyl Tuckey but rather FRO disclaims any and all warranties and representations (express, implied or otherwise).**
2. Tour Permits are non-transferable and non-assignable. If FRO determines that this Tour Permit has been used by any person other than the Permit Holder, this Tour Permit shall be immediately terminated and the Permit Holder will forfeit this Tour Permit. Further, the Permit Holder agrees that he or she will be banned from purchasing another tour permit and/or access permit in the future. The Permit Holder understands and agrees that any person found to be using this Tour 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 together with other entities (collectively “RAC”). FRO currently leases certain real property from RAC identified as FRO Properties in subsection 3 below.
3. This Tour Permit provides Permit Holder with permission to be on FRO's Properties solely for purposes of participating in the tour conducted by Pennsyl Tuckey (“FRO Properties” or “FRO Property”). The Permit Holder is not permitted on those properties where there is active mining, haul roads, restricted areas or any other working facilities or any posted properties by FRO, RAC, and/or any other entity and/or marked on the maps of FRO. The Permit Holder must park in the designated parking areas as set forth by FRO and check in with a FRO representative prior to entering the FRO Property. The Permit Holder must have this Tour Permit displayed on their dashboard of their vehicle at all times; otherwise, any vehicle without a valid Tour 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 for any reason other than participating in the Tour. **This Tour 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 only to participate in the tour conducted by Pennsyl Tuckey. 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. At the time of registration, the Permit Holder must provide FRO with a copy of proof of insurance and registration, if applicable, for the vehicle that he or she will be using. The Permit Holder agrees to maintain said insurance and registration until after the date of the tour and this Tour Permit.
6. 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 Tour Permit.
7. **Participant Agreement, Release and Assumption of Risk.** The undersigned Permit Holder agrees to execute that certain Participant Agreement, Release and Assumption of Risk and to abide all of the terms of

said Participant Agreement, Release and Assumption of Risk.

8. 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 FRO Properties pursuant to this Tour Permit. A copy of the ordinances issued by Foster and Cass Townships, as of 2017, are attached to this Tour 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 Tour Permit. FRO and/or RAC is not responsible for any future ordinances, changes, and/or revisions, but rather said responsibility rests solely with the Permit Holder.

9. Any Permit Holder who violates any laws, rules and regulations, be they Federal, State or Local, will have his or her Tour Permit revoked and terminated without refund of any monies and will not be permitted to purchase an annual access permit from FRO.

10. The Permit Holder agrees to abide by the rules and regulations of FRO as such may be amended from time to time. In the event that the Permit Holder violates any rules and regulations of FRO as may be amended from time to time, the Permit Holder acknowledges, understands and agrees that his or her Tour Permit will be revoked and terminated without refund of any monies.

11. The Permit Holder consents to his person, off-road vehicle, coolers and any bags being searched while on FRO Property by an authorized representative of FRO to ensure that the Permit Holder is complying with all conditions of the Tour Permit including but not limited to the rules and regulations as may be amended from time to time by FRO.

12. 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.

13. In addition to agreeing to wear a properly fitted and secured DOT or SNELL certified helmet as set forth in the separate Participant Agreement, Release, and Assumption of Risk, 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 Tour Permit, including but not limited to this paragraph, will result in the immediate termination and revocation of this Tour Permit without any refund together with not being permitted to purchase an annual access permit in the future.

14. Any Permit Holder, whose actions cause Foster Township, Cass Township, any municipality, or any governmental agency to cite, ticket or fine FRO and/or RAC shall have their Tour Permit immediately terminated without refund of any monies. Further, the Permit Holder who causes such a citation agrees to indemnify FRO, RAC, and their respective members, owners, affiliated entities, insurers, successors and assigns 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.

15. This Tour 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 Tour 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 Tour Permit is binding on Permit Holder and his/her respective heirs, personal representatives, successors, and/or assigns. The Permit Holder agrees that

the Court of Common Pleas in and for Schuylkill County, Pennsylvania shall exclusive jurisdiction and venue of any claims arising out of and/or related to this Tour Permit and/or the Permit Holder's use of the FRO Property.

16. 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 Tour Permit 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 Tour Permit together with all other required documents. 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 Tour Permit together with the other documents entered into as part of the registration for the tour. Further, the undersigned parent(s) or legal guardian of Permit Holder consents and agrees to be bound by all terms of the Tour Permit for himself/herself/themselves and their respective heirs and/or the heirs of the Permit Holder.

17. If you leave FRO property and trespass onto other properties without permission from property owner this is illegal. If caught trespassing along Railroad tracks railroad takes this trespassing very seriously and you may face summary citations, criminal charges, impoundment of vehicle, and be subject to restitution costs for any damages or delays to railroad property or operations. If caught trespassing railroad police will notify FRO personnel and you may face having your permit revoked.

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.

Date: _____

Print Name: _____

FOSTER TOWNSHIP REGULATION

No person shall operate and no landowner or owner shall permit the operation of all-terrain vehicles on property in the Foster Township under the following circumstances at the following locations:

- a. No person shall park or store, nor shall any landowner permit to be parked or stored on any roadway, sidewalk or public ground within Foster Township any all-terrain vehicle.
- b. Upon a public highway, road or street, or on public parking lot not specifically designated for the use of all-terrain vehicles, except under the following situations.
- c. The supervisors, any police officer or law enforcement officer may authorize and limit the use of an all-terrain vehicle on a public highway or street when the need arises such as an emergency for transportation due to snow or other highway or special conditions.
- d. For groups of five or fewer all-terrain vehicles' owner(s) and/or operator(s), on private property not owned, leased or under the control of the operator(s) unless the operator(s) have the express consent of the landowner, lessee or other person in control of the real property, except in the case of any emergency when other means of travel are not feasible or possible.
- e. For groups of six or more all-terrain vehicles, on any private property within the Township of Foster not zoned as a racetrack/recreational facility. Any all-terrain vehicle who engages in such use and any landowner who permits such use without proper zoning shall be fined a minimum of \$300 per occurrence up to a maximum fine of \$20,000, plus court costs and any reasonable expenses involved in the prosecution.
- f. For groups of six or more persons camping on land overnight for the purpose of operating all-terrain vehicles, unless the land on which they are camping is zoned a campground. The landowner must provide restroom and trash collection facilities at the entrance(s) to the camping area(s) and meet all other requirements for land zoned as a campground. Any all-terrain vehicle operator who engages in such use and any landowner who permits such use without the proper zoning and/or facilities shall be fined a minimum of \$300 per occurrence up to a maximum fine of \$20,000, plus court costs and any reasonable expenses involved in the prosecution.
- g. At a speed greater than is reasonable and proper, having due regard for conditions then existing.
- h. During the hours from one-half hour after sunset to one-half hour before sunrise without displaying a lighted headlight and lighted tail lights.
- j. Unless such all-terrain vehicle is equipped with a muffler or baffle in good working order and in constant operation so that noise emission at fifty feet at right angles from the vehicle path under full throttle does not exceed 86 DBA (decibels on the "A" scale).
- k. Within one hundred (100) feet of a dwelling between 12:00 midnight and 6:00 a.m. at a speed greater than minimum required to maintain forward movement of the vehicle..
- l. In any areas on which public hunting is permitted during the season open to the taking of deer with firearms from 7:00 a.m. to 11:00 a.m. and from 2:00 p.m. to 5:00 p.m., except during an emergency or lawful enforcement purpose, to go to and from a permanent residence or hunting camp otherwise inaccessible by conventional wheeled vehicle or for the conduct of necessary work functions involving land and timber survey, communication and transmission line patrol and timber harvest operations, or on the operator's own property or as an invited guest of any owner or person in control of the that property.
- m. While transporting a bow, unless unstrung, or a firearm, unless disassembled, and securely encased or equipped with and made inoperative by a key locked trigger housing mechanism.
- n. On or across a cemetery or burial ground.
- o. On a railroad right-of-way, except for railroad, public utility or law enforcement personnel while in the performance of their duties.
- p. Unless it has at least one headlight, one tail light and adequate brakes capable of stopping the vehicle.

Section 3 – ENFORCEMENT

In addition to any authority contained in the Pennsylvania Vehicle laws, any police officer of the Township or other appropriate law enforcement officer is authorized to issue a citation for each violation of this ordinance in the same manner provided for the enforcement of summary offenses before a District Justice under the Pennsylvania Rules of criminal procedure pursuant to 53 P.S sec 66601.

Section 4 – PENALTY

Except as otherwise provided above, any person, owner, landowner, partnership, corporation, or the partners or officers, thereof, who or which violates any of the provisions of township ordinance shall, upon conviction thereof in summary proceeding or upon verdict in a civil enforcement proceeding, be sentenced to pay a fine

of no less than \$1,000 per occurrence up to a maximum fine of \$20,000, plus court costs and any reasonable expenses involved the persecution in accordance with the Civil Enforcement Procedure Ordinance of Foster Township.

Section 5 – IMPOUNDING /STORAGE

In addition to the penalties assessed in Section 4, all-terrain vehicle(s) used in violation of township ordinance may be impounded and placed in storage with all towing and storage costs to be incurred by the offender/owner of the all-terrain vehicle. The Township will only return the all-terrain vehicle following the recouping of the cost of impoundment.

CASS TOWNSHIP REGULATIONS

No personal shall operate and no owner shall permit the operation of an all-terrain vehicle under the following circumstances at the following location:

Section 204.1. No personal shall park or store, nor shall any property owner permit to be parked or stored on any roadway, sidewalk or public ground with in the Township of Cass any all-terrain vehicle.

Section 204.2. Upon a public highway or road, and used as farm or play areas, or street, or on a public or private parking lot not specifically designated for the use of all-terrain vehicles, except under the following situations:

Section 204.2.1. The supervisors, any police officer or law enforcement officer may authorize and limit the use of an all-terrain vehicle on a public highway or street when the need arises such as an emergency for transportation due to snow or other highway or special conditions.

Section 204.3. On private property not owned, leased or under the control of the operator unless the operator has the express consent of the owner, lessee or other person in control of the real property, except in the case of any emergency when other means of travel are not feasible or possible.

Section 204.4. At speed greater than is reasonable and proper, having due regard for conditions then existing.

Section 204.5. During the hours from one-half hour after sunset to one-half hour before sunrise without displaying a lighted headlight and lighted tail lights.

Section 204.6. Unless such all-terrain vehicle equipped with a muffler or baffle in good working order and in constant operation so noise emission at 50 feet at right angles from the vehicle path under full throttle does not exceed 86 DBA (decibels on the “A” scale).

Section 204.7. Within 100 feet of a dwelling between 12:00 midnight and 6:00 a.m. at a speed greater than minimum required to maintain forward movement of the vehicle.

Section 204.8. In any areas on which public hunting is permitted during the season open to the taking deer with firearms from 7:00a.m. to 11:00 a.m. and from 2:00 p.m. to 5:00 p.m., except during an emergency or lawful enforcement purpose, to go to and from a permanent residence or hunting camp otherwise inaccessible by conventional wheeled vehicle or for the conduct of necessary work functions involving land and timber survey, communication and transmission line patrol and timber harvest operations, or on the operator’s own property or as an invited guest of any owner or person in control of that property.

Section 204.9. While transporting a bow, unless unstrung, or a firearm, unless, disassemble and securely encased or equipped with an made inoperative by a key locked trigger housing mechanism.

Section 204.10. On or across a cemetery or burial ground.

Section 204.11. On a railroad right-of-way, except for railroad, public utility or law enforcement personnel while in the performance of their duties.

Section 204.12. Unless it has at least one headlight, one tail light and adequate brakes capable of stopping the vehicle.

Section 205. Enforcement

In addition to any authority contained in the Pennsylvania Vehicle Laws, any police officer of the Township or other appropriate law enforcement officer is authorized to issue a citation for each violation of this ordinance in the same manner provided for the enforcement of summary offenses before a District Justice under the Pennsylvania Rules of Criminal Procedure Pursuant to 53 P.S. 66601.

Section 206. Penalty

Any person, partnership, corporation, bureau or utility, or the partners or officer thereof, who or which violates any of the provisions of this Article shall, upon conviction thereof in a summary proceeding or upon verdict in a civil enforcement proceeding, be sentenced to pay a fine in accordance with 1 Cass Code 107, Penalties.

Section 207. Impounding/Storage

In addition to the penalties assessed in Section 204, an ATV used in violation of this ordinance may be impounded and placed in storage with all towing and storage costs to be paid by the offender/owner of the ATV. The Township will only return an ATV that was impounded proven owner once all outstanding fines, assessments and costs have been verified as paid.

Section 208. Savings Clause

The Provisions of this ordinance are hereby declared to be severable. If any clause, sentence, paragraphs, section or subsection is declared void or inoperable for any reason by any Court, it shall not affect any other part of portion than the part declared void or inoperable.

(Ordinance No. 703, Adopted July 31, 2003)