

CONDITIONAL USAGE AND INDEMNIFICATION AGREEMENT FOR BIG SKY ROADWAY/JACK CREEK ROAD

In consideration for permission to use the Big Sky Roadway, a/k/a Jack Creek Road, I, the undersigned, do hereby agree to the fullest extent permitted by law, as follows:

1. I acknowledge and agree the road use permit being issued gives me a *temporary, revocable, non-transferable license* to use the Big Sky Roadway (hereinafter "Road") and my use of the Road is subject to private road rules as posted on signs at the gated entrances of the Road, as set forth herein and as otherwise deemed necessary by MB MT Acquisition LLC (hereinafter "Moonlight").
- 2) I agree to provide all requested information to Moonlight prior to using the Road, including a current valid driver's license and current acceptable proof of vehicle insurance. I agree to pay a fee for use of the Road as required by Moonlight.
- 3) I agree to operate a 4-wheel drive or high clearance all-wheel drive vehicle, equipped with a tow strap and shovel, in a safe manner at all times and in accordance with the private road rules and public law, which include but are not limited to: no reckless driving, no speeding, no tailgating, no off-road travel or exploration, no hunting, no fishing, no hiking, no motorcycles, ATV's, snowmobiles, or bicycles are permitted, no **GUNS, WEAPONS, ALCOHOLIC BEVERAGES OR ILLEGAL SUBSTANCES** are allowed to be consumed or in vehicles traveling the Road.
- 4) Each and every person must obtain their own individual permit to use the Road (hereinafter "Permit"). **No person is permitted to give any other person permission to use the Road or the gate code that is assigned to that person's individual Permit. Every driver and request to use the Road must be approved in advance by Moonlight. The Permit is only valid for the dates on the face of the Permit, if you are found to be traveling on the Road on an expired pass you will be subject to prosecution for trespass.**
- 5) To the extent, the Permit is commercial in nature (i.e., used for business or work activities, such as commuting), road use is limited to Monday through Friday between the hours of 6:00 a.m. to 6:00 p.m. Any use outside of this date/time frame must be authorized **in advance** by Moonlight.
- 6) If I breakdown or get stuck, I am responsible for getting a tow immediately. I understand and agree that I shall not leave an abandoned vehicle; and if I do it may be towed at my expense or seized and you will be fined. **Call D&D Towing at 406-682-3857/406-682-3972 or Canyon Towing 406-995-4577 for assistance.** These companies have access to the Road. **If I am involved in an accident, I agree to notify Moonlight Security at my earliest convenience at 406-640-0771.**
- 7) Moonlight has the authority in its sole and absolute discretion to deny or limit use of the road at any time, regardless of fees paid. I understand that any use of the road outside of the terms and conditions set forth by Moonlight is strictly prohibited and Moonlight shall have the right to take any action it deems appropriate, including but not limited to permanently revoking any right to road use, reporting to the law enforcement authority and/or prosecuting in a court of law.
- 8) I understand and agree the Road is a primitive road and there are dangers and risk associated with vehicle operation on this Road, including but not limited to, changing road conditions (including washouts and slides), changing weather conditions, collisions with other vehicles, equipment and objects, road closures, going off the road or getting stuck, limited visibility, driver's ability to control the vehicle, the vehicle's ability to navigate under any condition, limited

cellular telephone service and the Road is located in a rural area that is sparsely populated. I acknowledge the existence of the risks and accept such risks without reservation.

9) Aware of the risk and willing to assume them, I do hereby, on behalf of myself, all passengers in my vehicle, my heirs, executors, administrators, legal representatives, assigns and successors in interest, to the fullest extent permitted by law, hereby release MB MT Acquisition LLC, and their affiliated or parent companies, subsidiaries, officers, directors, members, managers, employees, and agents (“Released Parties”) from any and all claims by me in any way connected with my use of the Road, both in law and in equity, in any way arising out of or resulting from damage to property or personal injury, conscious suffering, or death sustained by me. Release from liability includes loss, damage, or injury resulting from intentional acts, failure to act, negligence, or any other cause or causes; except where caused by the gross negligence or willful or wanton misconduct of any of the Released Parties. This Agreement shall bind me and any and all relatives, personal representatives, heirs, beneficiaries, next of kin, subrogees or assigns who might pursue any legal action or claim on my behalf.

I on behalf of myself further agree I WILL DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties against all claims, demands and causes of action. This indemnification shall include an obligation to pay all damages, judgments, settlements, expenses, costs of court, consultant or expert fees, attorney fees and other expenses of any kind associated with such claims, including all costs of defense regardless of whether such claims are successfully or unsuccessfully prosecuted. This Agreement extends to all claims of every kind and nature whatsoever, whether known or unknown.

- 10) Moonlight may assign its rights and obligations under this Agreement to its successors at any time.
- 11) Venue and jurisdiction for interpretation and enforcement of this agreement shall be in State District Court in Madison County, Montana, or in a Federal District Court in Montana.
- 12) The failure of Moonlight to insist upon the strict performance of any given provision of this Agreement shall not constitute a waiver of or estoppels against asserting the right to require that performance in the future.
- 13) In the event that any term, condition, or provision of this Agreement is declared void or unenforceable in a court of law, the remaining terms, conditions, and provisions of this Agreement shall remain valid and enforceable.

This Agreement shall be effective until terminated in writing by Moonlight.

I have carefully read this Agreement, understand it and agree to its terms.

Permit Holder Name _____ Cell Phone _____

Permit Holder Signature _____ Date _____

Vehicle Year/Make/Model/Color _____ License plate # _____

Email: _____

Driver’s License # _____

Insurance Company/Policy/Expiration# _____

If road use is for commercial or business purposes, please include the following:

Company Name (if applicable) _____

Job Location _____

Estimate Date of Job Completion _____

| | |
|--|---------------------------|
| Pass # _____ | Date(s) authorized: _____ |
| Moonlight designee initial below after verifying information. | |
| Drivers' license verified | _____ |
| Vehicle insurance validated | _____ |