

APPENDIX M: HOLD HARMLESS FORM

RELEASE AND HOLD HARMLESS AGREEMENT

I, _____, am requesting permission from William J. Doré and/or one of the companies owned in whole or in part by William J. Doré, including but not limited to The Doré Energy Corporation; Apollo Energy Operating Company, LP; Apollo Energy, LP; DE Oil and Gas, LLC; Doré Operating Co, LLC; Doré Real Estate Holdings, LLC, Matched Services, LLC; The Lodge at Cameron Meadows, LLC, The Cameron Meadows Restoration Foundation; Doré Partners, Ltd. and any related entities, trusts, or foundations of William J. Doré (hereafter “Doré”) to use, traverse, and/or enter upon property owned by Doré or its subsidiary or affiliated companies (hereafter “Property”). In return for Doré’s permission to use, traverse, and/or enter upon the Property, I agree as follows:

- 1. I will use the property only for the following purpose or purposes:

I will not access or use the Property for any other purpose. I will not authorize, invite, or allow any person to use, traverse, or enter upon the Property unless expressly authorized by Doré to do so. I further represent that my participation in any activity on the property does not violate any federal, state, and/or local laws and ordinances regulating such activity, if any, and I have obtained all necessary permits or licenses to engage in such activity if required by law.

- 2. I will acquaint myself with and abide by all Doré policies and practices, and all federal, state, or local laws and regulations, applying to the Property. I will observe all appropriate safety precautions including precautions against fire and other damage that could occur on or to the Property. I agree to be fully responsible for any damages to the Property I may cause. While traversing or present on the Property, I assume full and sole responsibility for my person and property and the person and property of any person I invite, allow, or bring on the Property. I agree to become familiar with the boundaries of the Property and avoid trespassing on property of others.

- 3. I understand and agree that Doré makes no representation or warranty concerning the condition of the Property and that there could be dangers and risks, either apparent or non-apparent, on or associated with the use of the Property. I fully assume such risks, and will hold harmless the Indemnitees as defined in paragraph 4 below for and against any losses, damages, or injuries caused by dangers, defects, or risks, whether apparent or hidden, that I, or any person I invite, allow, or bring on the Property, may encounter while using, accessing, or traversing the Property. **As a condition of being allowed to use, traverse, and/or access the Property, I agree never to assert any claim, demand, suit, cause of action, or judgment, whether for personal injuries, property damages, or otherwise, against any of the Indemnitees as defined in paragraph 4 below, for any injury, loss, or damage arising or resulting from, occurring during, or relating to, my use of or presence on the Property, or the use of or presence upon the Property of any person I invite, allow, or bring on the Property.** This waiver shall apply whether the claim or demand is based on the actions or omissions of any individual or a condition or defect of the Property or of any improvements, constructions, or facilities situated thereon. I further agree not to assert any claim or enforce any judgment against any person arising from or relating to my use of or presence on the Property, or any damage or injury sustained as a result thereof, if (and to the extent) the assertion of such a claim or enforcement of such a judgment will impose any liability upon any of the Indemnitees as defined in paragraph 4 below.

- 4. I agree to release, defend, indemnify, and hold harmless Doré, its subsidiary or related companies, its lessees, and these entities’ employees, officers, directors, shareholders, members, agents, insurers, predecessors, and successors, William J. Doré and his heirs and assigns, and the Property (hereafter collectively referred to as the “Indemnitees”) from and against any and every claim, demand, loss, damage, suit, cause of action, or judgment, whether for personal injury, property damage, attorneys fees, exemplary or punitive damages, or otherwise, asserted or brought by any person or entity whatsoever, in any way resulting or arising from my use of or presence upon the Property, the use of or presence upon the Property of any person I allow, invite, or bring on the Property, or any act or omission of mine or of any person I allow, invite, or bring on the Property. In addition, I agree to pay the attorney

and expert fees, court costs, or other expenses incurred by any of the Indemnitees in defense of any such claim, demand, suit, cause of action, or judgment, and agree that the Indemnitees shall have the right to select and retain counsel of their choice to defend any such claim, demand, suit, cause of action, or judgment. THESE RELEASE, DEFENSE, INDEMNITY, AND HOLD-HARMLESS OBLIGATIONS SHALL APPLY AND SHALL BE ENFORCEABLE BY THE INDEMNITEES REGARDLESS OF WHETHER THE DAMAGE, LOSS, OR INJURY IS CAUSED BY THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE, JOINT, SOLE, OR CONCURRENT), GROSS NEGLIGENCE, OR FAULT OF ONE OR MORE OF THE INDEMNITEES, AND REGARDLESS OF WHETHER A CLAIM IS BASED ON THEORIES OF STRICT LIABILITY OR ALLEGATIONS CONCERNING THE CONDITION OF, OR DANGERS ALLEGEDLY PRESENT UPON, THE PROPERTY.

5. I understand that this agreement is not a lease, servitude, or right of way, that Doré may revoke my permission to access, use, or traverse the Property at any time for any reason or without cause, but that my defense, indemnity, and hold-harmless obligations undertaken in this agreement shall remain enforceable after revocation of Doré's permission for me to use, access, or traverse the Property.

6. I am able to read and I read and fully understood this agreement before signing it. I understand the obligations I am undertaking by signing this agreement, and I understand that Doré will allow me to use, access, or traverse the Property only if I agree to the terms of this agreement. No representations or statements have been made to me concerning this agreement or any matters in it that are not set forth in writing in this agreement.

WITNESSES:

SIGNED BY: _____
Print Name: _____
Date: _____

Sworn to and subscribed before me, NOTARY PUBLIC, in the State of Louisiana, Parish of _____
this ____ day of _____, 20____.

Notary Public Name/No.

If the person executing this RELEASE AND HOLD HARMLESS AGREEMENT is under the age of eighteen (18) years of age, then their parent or legal guardian must execute in the space provided below:

I, _____ [name] am the _____ [relationship] of _____, a minor for whom I am and/or hereby agree to be legally responsible (the said minor being hereafter referred to as the "Authorized Minor"). I do hereby execute this RELEASE AND HOLD HARMLESS AGREEMENT for and on behalf of said Authorized Minor.

WITNESSES:

SIGNED BY: _____
Print Name: _____
Date: _____

Sworn to and subscribed before me, NOTARY PUBLIC, in the State of Louisiana, Parish of _____
this ____ day of _____, 20____.

Notary Public Name/No.