

RELEASE AGREEMENT

This Release Agreement (this "Release") is entered into by the undersigned ("Visitor", whether one or more), pertaining to the farm and ranch operations sometimes referred to as the Hite farm, which includes all real property owned in whole or in part by Dr. Wayne K. Hite and/or Dr. Jaesoon W. Hite, wheresoever located together with all improvements and fixtures situated thereon, being herein collectively called the "Property"), for the purpose of Visitor releasing and indemnifying Dr. Wayne K. Hite, Dr. Jaesoon W. Hite, any and all tenants, cotenants, joint tenants, partners, coventurers, and their heirs, legal representatives, successors, family members, agents, employees, affiliates, officers, directors, shareholders, members, managers, partners, invitees, licensees and contractors (all of such parties being herein collectively called "Owner", except to the extent any such party signs this Release as a Visitor), from any and all responsibility or liability with respect to Visitor's participation in one or more activities (singularly the "Activity", and collectively the "Activities") on the Property, regardless of whether Owner may participate in any respect therewith. The Activities shall include, without limitation, any (i) construction, labor, repair, maintenance, or work of any nature, whether as contractor, subcontractor or otherwise, (ii) mowing, gardening, lawn or property care, (iii) target practice or any type of firearm usage, discharge, or shooting activities (iv) sport activities, including hiking, biking, ballgames, contests, horse-back riding or any other sport-related or recreational activities or events, (v) parties, gatherings, meetings, or any other group activities or projects (vi) planting, harvesting or otherwise tending to any crops, (vii) feeding, caring for or otherwise tending to any livestock, (viii) hunting and related activities, (ix) inhabiting or utilizing any mobile home, trailer, recreational vehicle or improvements, (x) camping, cooking and related activities, and (xi) operating or utilizing any vehicles, including recreational utility vehicles, or any other equipment, machinery or property. For and in consideration of being allowed to enter the Property and participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Visitor agrees as follows:

1. Visitor's Participation in the Activities. Visitor hereby represents that Visitor is physically and mentally able to participate in the Activities on the Property and assumes all risks and responsibilities with respect to any loss, claim, or injury or damage to person or property relating to Visitor's participation in the Activities on the Property. Visitor acknowledges that Owner does not assume or undertake any responsibility or liability, of any nature whatsoever, with respect to Visitor's participation in any Activities on the Property. Visitor understands that, even though Visitor has entered into this Release and participated in an Activity (whether in connection with Visitor's leasing any portion of the Property, being granted access to the Property, or any combination thereof, or otherwise), that Owner is free from any liability to Visitor for any occurrence at or on the Property, even if Owner is negligent and even if Owner's negligence causes harm to Visitor's person or property. Visitor represents that, at all times, Visitor will supervise and maintain custody and control over any minors participating with Visitor in the Activities. The release and indemnity terms of this Release shall remain in effect for and with respect to any Activities of Visitor at any time (and from time to time) from the date hereof through the 10th anniversary of the date hereof.

2. Release. Visitor, on Visitor's own behalf and on behalf of all guests, minor children, and other persons who Visitor accompanied and/or granted access to the Property (regardless of whether they may also be participating in the Activities), hereby releases, discharges and forgives Owner from any and all liability, responsibility, injuries, losses, expenses, claims, damages or causes of action, of any nature whatsoever, whether in contract, in tort or by statute, that Visitor has, may have, or may sustain or incur, arising out of, relating to or in connection with being on the Property or participating in any Activity on the Property. **Without limitation to the release language above, this release by Visitor expressly includes a release of Owner from liability for any and all acts of negligence by Owner.**

3. Indemnity. Visitor, on Visitor's own behalf and on behalf of all guests, minor children, and other persons who Visitor accompanied and/or granted access to the Property (regardless of whether they may also be participating in the activities), shall and hereby agrees to indemnify, defend and hold harmless Owner from any and all liability, responsibility, injuries, losses, expenses, claims, damages or causes of action, of any nature whatsoever, whether in contract, in tort or by statute, that Owner may sustain or incur, arising out of, relating to, or in connection with Visitor(s) being on the Property or participating in any Activity on the Property. **Without limitation to the indemnification language above, this indemnification by Visitor expressly includes an indemnification of Owner from liability for any and all acts of negligence by Owner.**

Visitor(s) agree(s) to the terms of, and execute(s), this Release on the ____ day of _____, 20__.

Signature: _____

Signature: _____

Name Printed: _____

Name Printed: _____

Signature: _____

Signature: _____

Name Printed: _____

Name Printed: _____

Property Addendum

1. 123.7454 acres, Tract 55, 55A, 55B, 55D, Boman & Williams, Abstract No. 9 Matagorda County, Texas; PID: 10480
2. 248.71 acres, Boman & Williams, Abstract No. 9, Matagorda County, Texas; PID: 10399
3. 6.269 acres, Boman & Williams, Abstract No. 9, Matagorda County, Texas; PID: 10408
4. 60.58 acres, Boman & Williams, Abstract No. 9, Matagorda County, Texas; PID: 88783 and PID: 113375
5. 11.01 acres, (Old LCRA Canal), Boman & Williams, Abstract No. 9, Matagorda County, Texas; PID: 86742
6. 1.04 acres, (Abandoned Canal), Boman & Williams, Abstract No. 9, Matagorda County, Texas; PID: 99370 and PID: 102621
7. 25.251 acres, Boman & Williams, Abstract No. 9, Matagorda County, Texas; PID: 10449
8. 1.01 acre, Boman & Williams, Abstract No. 9, Matagorda County, Texas; PID: 10450

RELEASE

THIS IS AN IMPORTANT LEGAL DOCUMENT. IF YOU SIGN THIS DOCUMENT YOU ARE GIVING UP RIGHTS YOU MAY OTHERWISE HAVE HAD UNDER TEXAS & US LAW.

Shooting Range Member, Shooter, Visitor or Guest Release

I, _____ (*full legal name*) wish to participate in activities at this Shooting Range or Pavilion, I realize that it is foreseeable that INJURIES TO MY PERSON OR PROPERTY MAY RESULT and can occur at any place not only while in the proximity of other shooters and marksmen at Shooting Range or Pavilion. Also, I understand that there is always some risk of injury associated with any activity including but not limited to, shooting, handling firearms, moving targets, target fragments, target throwing machines and being around others who are shooting and handling firearms. I AGREE TO ASSUME, AND DO ASSUME ALL SUCH RISKS of injury or property damage without reservations, thereby releasing and forever discharging Wayne K. Hite, Jaesoon W. Hite, Paul M. Allison, Eva Allison or Robert Allison, their officers, directors, agents, shareholders, employees, corporation, or any other entity HOLDING ALL AND EACH OF THEM HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and other liabilities including, but not limited to attorneys' fees, arising out of, connected with, or otherwise resulting from any injury or loss. I specifically agree that this Release is reasonable, is fully enforceable and that my execution hereof is voluntary.

I furthermore understand that I must behave in a responsible manner and that my use of firearms, ammunition, or any equipment must be in a safe manner so as not to endanger other persons or property. I agree that I will obey and follow all safety rules and regulations posted on signs on or near the shooting field and/or printed on the bulletin board. If the rules or procedures of the facility are not understood, then I will ask the Manager for an explanation or help. If I do handle a gun unsafely or in any way endanger others, I will be asked to stop shooting and to leave the property and I agree to abide by these requests.

I CERTIFY THAT I HAVE READ THE ABOVE RELEASE AND FULLY UNDERSTAND ITS CONTENTS.

Date _____

Signature _____

Print Name _____

NRA Member: _____

RANGE LEASE

Date: _____

NRA # _____

Lessee: _____ (full legal name)

Permanent Address: _____

Local Address: _____

Emergency Contact: _____

Clay Time, landlord, leases the shotgun range located on Highway 60 N. Bay City, Matagorda County, Texas, to Lessee on an episodic basis as reflected on the range schedule.

Lessee is responsible for the safe conduct of all activities, shooting and non-shooting, on the range facility during Lessee's scheduled periods of occupancy, as well as any time before and after such period of occupancy while Lessee or any of Lessee's guests are on the premises.

Guest as used herein refers to any person other than Clay Time Employees and Lessee on the range property during Lessee's occupancy. Lessee is responsible for all guests without regard to social or commercial relationship between Lessee and said guest. Lessee is responsible for, and expressly given authority to, instruct any guest to leave the range premises during Lessee's period of occupancy.

If a person is there, they are your responsibility. No exceptions.

Lessee acknowledges that Lessee has been advised to obtain liability insurance, signed releases from all guests, proof of NRA membership from all guests, and shooter safety education for all guests.

Lessee acknowledges the contents of, all posted signage, range policy in its current form and as may be amended during the term of this lease, and the National Rifle Association *The Range Source Book* in its current version located at the range.

Lessee undertakes, for Lessee and all guests to abide by all posted signage, range policy, and *the Range Source Book*, as well as the general safe and courteous operation of range equipment and firearms, and the orderly behavior of all persons.

Lessee individually and in the representative capacity of any Entity Lessee in consideration for the use of the range, has this day executed A RELEASE the terms of which are incorporated herein in which Lessee ASSUMES ALL RISK and indemnifies Clay Time and the landowners as specified therein.

This Lease does not guarantee range availability. This Lease may be terminated at any time by Landlord. If terminated Lessee is only entitled to reimbursement for future scheduled range occupancy that has not begun. All initiation fees, memberships, and occupancies which have actually begun are nonrefundable. If Lessee holds a clays card or a key it must be surrendered upon notice of termination of this Lease. The balance of unused clays on a surrendered card will be refunded.

Landlord:

Lessee:

CLAY TIME

BY: _____
Wayne K. Hite
