

HOG HEAVEN SHOOTING RANGE AND CLUBHOUSE
AGREEMENT AND WAIVER OF LIABILITY

This Hog Heaven Shooting Range and Clubhouse Agreement and Waiver of Liability is made on the date listed below by and between Robert H. Seale, III and Lyssa M. Seale (the "Seales"), owners of the property located at 24905 RR 12, Dripping Springs, Texas, 78620 (the "Property"), as licensor, and the entity or individual who signs below, as Licensee. The license granted herein is limited and revocable, and not coupled with an interest. The Seales have no obligations under this agreement unless and until the proof of insurance coverage and refundable deposit specified below are delivered to the Seales.

In consideration for the mutual promises and covenants set forth herein, and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Facilities.** This Agreement constitutes a license to use the clubhouse and shooting range located on the Property and the common areas of the Property necessary to access same (the "Facilities").
2. **License Terms.** Licensee shall have full use and enjoyment of the Facilities beginning at ____ o'clock __.m. on _____, 20__, and ending at ____ o'clock p.m. on _____, 20__. The Licensee and all of Licensee's guests should be physically off the premises by the completion time designated in this contract.
3. **Insurance.** A policy of General Liability insurance (occurrence version), insuring Licensees, will be required with minimum coverages of three million dollars in the aggregate and two million dollars per occurrence, with coverage for fire damage and personal medical expenses. "Waiver of Subrogation" and "primary" and non-contributory endorsements are required. The additional named insureds to be listed in the policy are "Robert H. 'Hank' Seale, III, Lyssa M. Seale, the 1999 GST Seale Trust, RHS Investments, 1-LP, Inc., Seale, Inc., and all employees (including, but not limited to, Rick Bangs), affiliates, and family members of, the foregoing individuals and entities." A policy of such insurance can be purchased from Heath Nickes, Farmers Insurance, (512) 894-0322.
4. **Waiver of Liability and Indemnification.** Licensee hereby agrees to accept the risk of bodily injury and/or property damage which they or any of their guests may incur or cause a third party to incur as a result of any activities at the Facilities. Licensee understands that this risk includes, but is not limited to, any lead dust inhalation, noise, air-borne materials or objects, and the actions of other users of the Facilities. Licensee further agrees to indemnify, defend, release, discharge, and hold harmless Robert H. Seale, III, Lyssa M. Seale, the 1999 GST Seale Trust, RHS Investments, I-LP, Inc., Seale, Inc., and all employees (including, but not limited to, Rick Bangs), affiliates, and family members of the foregoing

individuals and entities, as well as their successors and assigns (collectively, the "Released Parties"), from and against any and all liability, claims, demands, suits or judgments of whatever kind or nature, either in law or in equity, including, but not limited to, claims for personal injury or property damage arising from, or in connection with, the activities at the Facilities, including the mere presence at the Facilities. This agreement shall be binding upon Licensee's successors, assigns, heirs, executives and administrators, and any other person or entity(ies) who/which may have a claim based upon personal injuries or property damage.

Licensee understands that this release discharges the Released Parties from any liability or claim that may exist against them with respect to any bodily injury, personal injury, illness, death, or property damage that may result from activities at the Facilities WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. The Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury or illness.

Licensee understands that Licensee will be held financially responsible for any damage to the Facilities or equipment that occurs through the use of the Facilities, and that Licensee is responsible for educating all guests in the rules and regulations of the Facilities, including the Range Rules viewable at the front gate and shooting range.

5. **Drugs and Alcohol.** No illegal drugs are permitted, nor is under age consumption of alcohol permitted. Licensee shall refuse to permit the use of Facilities by anyone who appears intoxicated.
6. **Entire Agreement and Amendments.** This agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this agreement shall be binding unless in writing and signed by Robert H. "Hank" Seale, III, or Lyssa M. Seale.
7. **Binding Effect/Assignment.** This agreement shall be binding upon and shall inure to the benefit of the Released Parties and Licensee. Nothing in this agreement shall be construed to permit the assignment by Licensee of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of Robert H. "Hank" Seale, III, or Lyssa M. Seale.
8. **Governing Law, Severability.** This agreement shall be governed by the laws of the state of Texas without regard to conflicts of law principles. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforcement of any other provision. Any litigation arising out of or related to this agreement shall be brought in state district court in Hays County, Texas.

WHEREFORE, the parties hereby execute this agreement as of the last date written below:

Robert H. Seale, III or Lyssa M. Seale

Signed: _____

Date: _____

Typed or printed name

Name of Licensee:

By: _____

Its: _____

Date: _____