

PLEASE READ CAREFULLY BEFORE SIGNING, THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS

In consideration of being allowed to participate in activities at, and to use the facilities, firearms and equipment of, The Brushwood Creek Sporting Club and/or The Brushwood Creek Sporting Clays and/or Brushwood Outdoors, LLC located in Brazos County, Texas (together, the "Facilities"), I ("I" or "Participant"), for the benefit of Brushwood Creek, LLC and Brushwood Outdoors, LLC (together "Brushwood Outdoors") and the other Brushwood Parties (as hereinafter defined), hereby acknowledge my voluntary agreement to engage in activities at the Facilities and to use the facilities and equipment of Brushwood Outdoors, subject to the following terms and conditions:

1. ASSUMPTION OF RISK. I ACKNOWLEDGE AND AGREE THAT SHOOTING SPORTS, ARCHERY, SELF-DEFENSE TRAINING, OPERATING OR RIDING IN GOLF-CARTS OR OTHER MOTORIZED VEHICLES, OR ANY OTHER ACTIVITIES THAT I MAY ENGAGE IN OR OBSERVE AT THE FACILITIES, WHETHER SPONSORED, HOSTED OR INSTRUCTED BY THE FACILITIES OR NOT (COLLECTIVELY, THE "ACTIVITIES") ARE INHERENTLY HAZARDOUS AND INVOLVE BOTH KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN DAMAGE OR PARALYSIS OR DEATH, TO MYSELF OR OTHER PERSONS. The risks of engaging in or observing the Activities include, but are not limited to: shooting myself or others; being shot by others; partial or total loss of eyesight or hearing; trauma, burns, abrasions, amputation, paralysis, brain or spinal injuries, if pregnant – harm to myself or my fetus, or other injuries resulting from the normal and abnormal operation of firearms, ammunition and archery equipment; inhalation or other harmful contact with lead or other contaminants or toxic materials, which may, amongst other things, cause or contribute to illness, disease or other ailment; being struck by flying ricocheting or falling debris or projectiles; misfires or malfunctions of firearms, ammunition or archery equipment; and the acts or omissions of other participants. I HEREBY EXPRESSLY ACKNOWLEDGE THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITIES, MY USE OF THE FACILITIES (WHETHER AS A PARTICIPANT IN THE ACTIVITIES OR AS AN OBSERVER), MY USE OF FIREARMS, AND MY USE OF THE FACILITIES, VEHICLES, OR EQUIPMENT OF BRUSHWOOD OUTDOORS, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM.
2. RELEASE AND INDEMNIFICATION. I, on behalf of myself, my next of kin, heirs, guardians, representatives, executors, administrators, successors and assigns (collectively, the "Participant parties"), FOREVER RELEASE AND DISCHARGE EACH OF THE BRUSHWOOD PARTIES FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, DAMAGES, EXPENSES, LOSSES, CAUSES OF ACTION, ATTACHMENT OF PROPERTY, OR LIABILITY OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE (COLLECTIVELY, "CLAIMS"), THAT I OR THE PARTICIPANT PARTIES MAY HAVE FOR PROPERTY DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER CAUSE OF ACTION ARISING OUT OF, ASSOCIATED WITH, OR RESULTING FROM MY ENGAGING IN OR OBSERVING THE ACTIVITIES AT OR IN THE FACILITIES, MY USE OF FIREARMS AT OR IN THE FACILITIES, WHETHER SUCH FIREARMS BELONG TO MYSELF, THE FACILITIES OR ANY OTHER

PARTY, AND MY USE OF THE FACILITIES, VEHICLES, OR EQUIPMENT OF BRUSHWOOD OUTDOORS, EVEN IF SUCH CLAIMS RESULT PARTIALLY OR WHOLLY FROM ANY ACT OR OMISSION OF ANY OF THE BRUSHWOOD PARTIES, **INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE BRUSHWOOD PARTIES** AND ANY NEGLIGENT OR OMITTED FIRST-AID OR RESCUE OPERATIONS OR PROCEDURES.

I FURTHER AGREE TO FULLY DEFEND, INDEMNIFY AND HOLD EACH OF THE BRUSHWOOD PARTIES HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS AND **ANY CLAIM THAT ALEGES THE NEGLIGENCE IN WHOLE OR IN PART OF ANY OF THE BRUSHWOOD PARTIES**, ARISING OUT OF, ASSOCIATED WITH, OR RESULTING FROM MY ENGAGEMENT IN OR OBSERVANCE OF THE ACTIVITIES AT OR IN THE FACILITIES, MY USE OF FIREARMS AT OR IN THE FACILITIES, WHETHER SUCH FIREARMS BELONG TO MYSELF, THE FACILITIES OR ANY OTHER PARTY, MY USE OF THE FACILITIES, VEHICLES, OR EQUIPMENT OF BRUSHWOOD OUTDOORS, OR ANY BREACH OF ANY COVENANT OR AGREEMENT OF PARTICIPANT HEREUNDER, EACH TO THE EXTENT THAT SUCH CLAIM RESULTS PARTIALLY OR WHOLLY FROM ANY ACT OR OMISSION OF PARTICIPANT, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT OR GROSSLY NEGLIGENT, INTENTIONAL, RECKLESS, WANTON OR WILLFUL ACT OR OMISSION OF PARTICIPANT, OR ANY ACT OR OMISSION THAT WOULD SUBJECT PARTICIPANT TO STRICT LIABILITY. I AGREE THAT BRUSHWOOD OUTDOORS MAY CHARGE ME FOR THE COST TO REPAIR ANY DAMAGE TO BRUSHWOOD OUTDOORS' FACILITIES, VEHICLES, OR EQUIPMENT CAUSED BY MY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, RECKLESS, WANTON OR WILLFUL ACTS.

3. MEDICAL CERTIFICATION. I certify that I have no medical, physical or emotional conditions that might or could interfere with my safety and the safety of others in connection with my engagement in or observation of any Activities and I am of sound mind, mentally competent, and have the requisite health and fitness to engage therein. I further certify that I have adequate insurance to cover any injury or damage I may cause or suffer in connection with my engagement in or observation of the Activities, or else I agree to bear the costs of such injury or damage. If I (i) am pregnant or become pregnant, or (ii) develop any medical, physical or emotional conditions that might or could interfere with my safety and the safety of others in connection with my engagement in or observation of any Activities, I certify that I will consult with a physician before participating or continuing to participate in any Activities.
4. SAFETY RULES AND EQUIPMENT. I agree (a) to abide by all written, video, online, posted and verbally issued safety rules or instructions issued by the Facilities' instructors, range masters, safety officers or employees; (b) that, in order to safely engage in or observe the Activities, proper safety equipment is required, including, without limitation, appropriate eye and hearing protection and proper clothing and footwear; (c) that I will supply, and at all times properly use, appropriate safety equipment; (d) that I will not engage in or observe any Activities, including but not limited to handling or operating any firearm, while under the influence of drugs or alcohol, and while operating or riding in golf-carts or other motorized vehicles, shall use due caution.

5. **ELIGIBILITY TO OWN/USE FIREARMS.** I certify that I meet the requirements of all federal and state statutes, rules and regulations which my ability to purchase, own, use or possess firearms, and that I: (a) am not under indictment or information in any court for a felony, or any other crime punishable by imprisonment for a term exceeding one year; (b) have never been convicted in any court of a felony, or any other crime punishable by imprisonment for a term exceeding one year; (c) am not a fugitive from justice; (d) am not an unlawful user of, or addicted to, marijuana, or any depressant, stimulant, narcotic drug or any other controlled substance; (e) have never been adjudicated mentally defective or been committed to any mental institution; (f) have not been discharged from the Armed Forces under dishonorable conditions; (g) am not subject to a court order restraining me from harassing, stalking, or threatening my child or an intimate partner or child of such partner; (h) have never been convicted in any court of a misdemeanor crime of domestic violence; (i) have never renounced my United States citizenship; (j) am not an alien who is illegally in the United States; and (k) am not an alien admitted to the United States under a nonimmigrant visa that fails to meet the qualifications for purchasing, or receiving, or possessing a firearm under Federal law. I further certify that if at any time in the future I become subject to any of the foregoing, I will promptly notify Brushwood Outdoors before participating in any further Activities at the Facilities.
6. **NO WARRANTIES.** I acknowledge and agree that the Brushwood Parties make no warranty to the design, manufacture, maintenance, condition or fitness for any particular purpose of any facilities or equipment, including, without limitation: firearms, ammunition, eye/hearing protection, first-aid supplies, target and tactical simulation systems, golf carts, vehicles, and HVAC and air filtration systems, and that I will not operate any firearms, vehicles, or equipment with which I am completely familiar without first engaging the assistance and/or training of the appropriate Facilities personnel.
7. **BRUSHWOOD PARTIES.** "Brushwood Parties" means Brushwood Outdoors, LLC, Brushwood Creek, Brushwood Creek Sporting Club, Brushwood Creek Sporting Clays, Ocongi, LLC, and each of their respective managers, officers, members, general partners, limited partners, employees, agents, contractors, representatives, parents, subsidiaries and affiliates. I agree that "Brushwood Parties" shall also include any customer of the Brushwood Parties who is sponsoring or hosting an event at any of the Facilities at which I am attending or participating.
8. **SEVERABILITY.** I agree that if any term or other provision of this Release from Liability & Indemnification Agreement (this "Release") is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Release shall nevertheless remain and continue in full force and effect.

9. **ARBITRATION.** Any dispute, claim or controversy arising out of or relating to this Release or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrated, shall be determined by arbitration in the city of Bryan Texas located in Brazos County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures.
10. **GOVERNING LAW AND VENUE.** I agree that this Release shall be governed by, construed and enforced in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules. In the event that arbitration is inapplicable to this Release, I hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within Brazos County, Texas over any dispute arising out of or relating to this Release, I hereby irrevocably agree that all claims in respect of such dispute or any suit, action proceeding related thereto shall be heard and determined exclusively in such courts. I further hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which I may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. I agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law.
11. **BINDING FUTURE EFFECT; TERMINATION; ELECTRONIC COPIES.** I agree that, for my own convenience, this Release shall be effective and apply to all of my present and future (a) use of the Facilities; (b) uses of the facilities, firearms and equipment of Brushwood Outdoors; and (c) engagement in or observation of any Activities at the Facilities. This Release shall terminate only upon written notice thereof by the Participant to Brushwood Outdoors. This Release may be executed by handwritten or electronic signature, and by facsimile or via email, each of which shall be an original of this Release.
12. **KNOWING AND VOLUNTARY EXECUTION.** I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE. I AM AWARE THAT THIS RELEASE IMPOSES INDEMNITY OBLIGATIONS AND LIMITATION ON MY LEGAL RIGHTS. I SIGN THIS RELEASE ON MY OWN FREE WILL
13. **MINORS.** In the event that I am acknowledging this Release as the parent or legal guardian of a participant under the age of 18 (a "Minor"), in consideration of Minor being allowed to participate in the Activities, and to use the facilities, firearms and equipment of Brushwood Outdoors, I consent and agree to each and every term of the foregoing Release, **INCLUDING, BUT NOT LIMITED TO, THE EXTENT TO WHICH SUCH RELEASE INCLUDES ANY CLAIM THAT ALLEGES THE NEGLIGENCE IN WHOLE OR IN PART OF THE BRUSHWOOD PARTIES** and I further AGREE TO DEFEND, INDEMNIFY AND HOLD EACH OF THE BRUSHWOOD PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S

FEES AND COSTS AND **ANY CLAIM THAT ALLEGES THE NEGLIGENCE IN WHOLE OR IN PART OF THE BRUSHWOOD PARTIES,** BROUGHT BY, OR ON BEHALF OF, SAID MINOR. I certify that Minor has no medical, Physical, Mental or emotional conditions which could interfere with Minor's safety and the safety of others in connection with Minor's engagement in or observance of any of the Activities or use of the facilities and is willing to assume all risks and responsibilities that Minor's condition or actions create, directly or indirectly, and shall bear all liabilities and costs for the same. I further certify that Minor shall be always accompanied by and under the direct supervision of a parent or legal guardian of Minor while at the Facilities and while engaging in or observing any Activities.