



Release, Acknowledgment and Indemnity Agreement

I hereby acknowledge that I have read and understand and agree to comply with the provisions of this document relating to certain activities on any land leased to Heart of Texas Retriever Club, Inc. (herein after called HOTRC, Inc.) including that certain land in Milam County, Texas.

I further acknowledge that no warranties, either expressed, implied or otherwise have been made to my by Heart of Texas Retriever Club, Inc., its members, employees and/or agents or by the owner or lessor of any property leased by HOTRC, Inc. regarding the premises leased by HOTRC, Inc. I, my spouse, my children, my guests, my dogs and my property may be exposed to dangerous conditions, risks and hazards which could lead to personal injury, loss of property and death. I hereby acknowledge that I have been warned of the various dangers which might exist and I hereby assume the risks and responsibility of the various known and unknown dangers, risks and hazards that I might be exposed to including but not limited to: poisonous snakes, insects, erosion and general condition of the land both on and off roadways, possible hazardous walking and driving conditions, dangerous or diseased animals both wild and domestic, dangerous water, persons with firearms both on and off of the leased premises, electric fences, barbed wire fences and other miscellaneous dangers both known and unknown.

In consideration of the right to enter and use the property leased by HOTRC, INC., I hereby unconditionally release LZW Corporation, Lester Wayne Westberg, Stanley Glaser and the Heart of Texas Retriever Club, Inc., the owner of the leased property, including Glaser’s Fish Farm, FM 1915, Buckholts, Texas, the lessor of the leased property and their agents, employees, members, officers, successors and assigns from all claims, demands, causes of action, and damages including attorney’s fees which may be made or brought by myself, my spouse, my guest and/or my children against any of the parties released herein. I understand that this release includes but is not limited to any claims, causes of action, demands or damages which are caused or are alleged to have been caused by the negligence, gross negligence, strict liability or other acts of the parties released herein.

INDEMNITY PROVISIONS

I further agree to protect, indemnify and hold harmless, Heart of Texas Retriever Club, Inc., the owner of the property, the lessor of the leased property and their agents, employees, members, officers, successors and assigns from all claims, demands, causes of action, and damages including attorney’s fees which may be brought by myself, my spouse, my guest and/or my children against any of the parties released herein even if claims, demands, causes of action, and damages are caused by the negligence, gross negligence, strict liability or other act of any of the parties released herein.

I agree that any claims, actions or proceedings against the parties released herein shall be litigated in Bell County, Texas. Furthermore, I hereby submit to the jurisdiction of the local state court in Bell County, Texas. I further waive objection I may have to suit in Bell County, Texas.

I acknowledge that I have read and understand the terms and conditions of this agreement and I unconditionally and voluntarily accept same in consideration of my right to enter the leased premises.

The invalidity of one or more of the provisions of this agreement will not invalidate any of its other provisions.

Signed this _____ day of _____, 20_____.

Signature of Party (or of parent or guardian if under 18 years of age)

Name of minor if applicable

Printed Name

Address (Street, City, State, Zip Code)