

Release of Liability for Boat launch and Parking Area

Exhibit "B"

RELEASE OF LIABILITY, INDEMNITY AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS AND RESPONSIBILITY

For and in consideration of the right to enter the "Autumn Wings, LLC", owned by the Port of Corpus Christi Authority ("Landowner"), located in Nueces County, Texas (the "Premises"), and leased to Autumn Wings, LLC ("Lessee"), I have knowingly, willingly and voluntarily entered into this Release of Liability, Indemnity and Acknowledgment and Acceptance of Dangers, Risks and Hazards and Responsibility ("Release"), and for such right I agree as follows:

1. **No Warranty As To Condition of Premises.** Landowner has not made any representation, warranty either express or implied, or inducement to me with regard to the condition of the Premises, or the fitness or suitability of the Premises for the purposes for which I am to use it. I accept the Premises **WITHOUT WARRANTY, IN AN "AS IS", "WHERE IS"** condition.

2. **Acknowledgment and Acceptance of Dangers, Risks and Hazards and Responsibility.** I have been made aware of the fact that my entry, presence and activities on the Premises exposes me and my property to dangerous conditions, risks and hazards, whether blatant or visible, known or unknown, anticipated or unanticipated, which could result in injury, death, or damage to myself and my property and to third parties and their property, including but not limited to: vehicles, overexertion or excitement, unpredictable weather, lightning, undeveloped and untamed land, erosion and general condition of the land, whether latent or patent, both on and off roadways, creating rough, hazardous and dangerous driving, walking and operating conditions including but not limited to holes, ditches, rocks, limbs, brush, low hanging limbs, dead limbs in trees, cactus, exposed roots, unstable soil, cracks in soil, bluffs, creeks, fence posts, barbed wire, and further including life threatening and unprovoked attacks and/or bites by wild creatures including but not limited to poisonous snakes such as rattlesnakes, copperheads, water moccasins, and further including ticks carrying Lyme disease and other diseases, insects, spiders, swarms of dangerous insects, scorpions, foxes, coyotes, cougars, bobcats, ringtail cats and raccoons, animals both wild and domestic that may be diseased and/or potentially dangerous, electric power lines, railroads and trains, steps and walkways, ladders, hot water, deep water, hunters, discharge of firearms and the firing of live ammunition, and persons with firearms both on or off the Premises. I hereby expressly, knowingly and voluntarily accept and assume all dangers, risks and hazards which may be associated with the Premises and improvements and with my entry upon and use of the Premises and improvements. I am also aware that my use of and activities on the Premises could cause injury, death or damage to third parties and their property, and I agree, covenant, and promise to accept and assume all responsibility and risk for injury, death or damage to third parties and their property arising from my use of and activities on the Premises.

3. **Release and Indemnity.** Landowner shall not be liable to the undersigned for any damage to property and injury to or death(s) of person(s) due to the condition, state of repair or any defects of the Premises or improvements which may exist, both latent or visible, known or unknown. I hereby expressly assume all risks, damages to property, liability, injury to and death(s) of person(s), either proximate or remote, by reason of the present or future condition of the Premises or improvements thereon. For myself and for those who may claim by, through or under me, I hereby voluntarily waive all rights for claims for damages, losses, demands and any other causes of action that I may have or that may arise against Landowner including but not limited to all injury, death and damage to myself or to my property that occur while I am on the Premises or which arise out of, are incident to or are in any way connected with my entry, presence, use of or activities on the Leased Premises and improvements (including consequential, exemplary and punitive damages), as well as all risks, dangers and hazards accepted in Paragraph 2 above and the condition of the Premises referenced in Paragraph 1 above. For myself and for those who may claim by, through or under me, I hereby release Landowner from any and all such claims. **I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDOWNER FROM AND AGAINST ALL SUITS, CLAIMS, ACTIONS OF EVERY KIND, DAMAGES, PAYMENTS, LOSSES, LIENS, JUDGMENTS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, COSTS OF INVESTIGATION AND EXPERT FEES), INCLUDING BUT NOT LIMITED TO THOSE FOR DAMAGE TO PROPERTY AND FOR ANY PERSONAL INJURIES OR DEATH OF ANY PERSON, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO, OR IN ANY WAY CONNECTED WITH MY ENTRY, PRESENCE, USE OF OR ACTIVITIES ON THE LEASED PREMISES AND IMPROVEMENTS, WHETHER OR NOT CAUSED BY AN ACT OR OMISSION, SOLE NEGLIGENCE, CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF LANDOWNER. THE ONLY LIABILITIES WHICH ARE NOT COVERED BY THIS RELEASE AND INDEMNITY ARE THOSE RESULTING FROM THE SOLE, WILLFUL MISCONDUCT OF LANDOWNER.** I further covenant and agree that I, my heirs, successors and assigns and anyone who may claim by, through or under my behalf will not make any claim or institute any suit or action at law or in equity against Landowner. I also agree that I will have no right or claim against Landowner for any injury, death or property damaged (whether caused by negligence, gross negligence or strict liability of Landowner for the condition of the Premises or improvements or any part thereof) by way of subrogation or assignment, and I hereby waive such rights. Notwithstanding anything to the contrary stated elsewhere herein, **ALL RELEASE AND INDEMNITY GIVEN BY THE UNDERSIGNED IN THIS PARAGRAPH WHICH ACCRUES TO LANDOWNER ALSO ACCRUES TO LANDOWNER'S AGENTS, REPRESENTATIVES, GUESTS, EMPLOYEES, CONTRACTORS, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS.**

4. I agree to pay Landowner if damaged or injured for any and all damages to any property or for injuries to or death(s) of any person(s) that is caused in whole or in part by me or my guests.

5. As used in this Release agreement, the terms I, my, me, myself and undersigned include minors in my care while on the Premises. This Release agreement shall inure to the benefit of

Landowner and Landowner's successors, assigns, officers, employees, agents, representatives and directors. I have read this Release, I understand the terms, provisions and conditions contained in it and I voluntarily agree to be bound hereby.

Printed Name

Signature

Date

Printed Name of Minor Child

Signature of Parent/Guardian

Date