

RELEASE, INDEMNITY, DEFENSE AND CONSENT AGREEMENT

This Release, Indemnity, Defense and Consent Agreement is executed by each "Customer" who signs below in connection with, and as a condition to, the entry into or use by Customer of an entertainment/recreation facility owned, operated, used, controlled or maintained by BEG Investments L.L.C. on Englin Road, Winnie, Texas. This Agreement does not purport to establish the extent of any limited permission granted to Customer for such entry or use, which may be oral or contained in a separate document, and which may be revoked at any time.

"BEG" means BEG Investments L.L.C., and any of its members, managers, officers, employees, agents, representatives, suppliers, landlords, contractors, servants, attorneys, or affiliates, and their successors and assigns (whether doing business under an assumed name or otherwise). "Claims" means (whether criminal, civil, legal, equitable or administrative or other) any claim, demand, cause of action, debt, suit, proceeding, complaint, petition, and/or alleged or actual liability, **including all Claims even if arising from or caused by the negligence, strict liability, or other liability arising by operation of law, of any of BEG, whether such negligence, strict liability, or liability by operation of law of any of BEG is sole or concurrent** with any other person, which any Claimant may assert or claim, whether now or later, to hold or possess, on account of, related to, arising from or concerning, whether directly or indirectly, proximately or remotely, any Claimant's use of or entry into any part of the Facility, the condition of any part of the Facility, any defect in any part of the Facility, or any action, or failure to act, by any of BEG with respect to (i) any part of the Facility or (ii) any Claimant; "Claim" includes any Claim that now exists or that may arise in the future and includes any Claims relating to personal injury, death, or property damage. "Facility" means the entertainment/recreation facility referred to above and any part of any associated real property or personal property, whether owned, operated, leased, rented, contracted, controlled, used or possessed by any of BEG. "Person" includes individuals, partnerships, corporations, estates, and any other legal or governmental entity. "Claimant" includes (a) Customer, (b) all persons associated with or affiliated with Customer, including any person accompanying Customer at or into the Facility and any persons for whom Customer paid, provided, or delivered any admission or other fee in connection with the Facility, and (c) all persons in any manner using any part of the Facility in connection with, together with, arising from, or as a result of, Customer's use of or entry into any part of the Facility.

**Customer releases all of BEG from all Claims. Customer agrees not to sue any of BEG for any Claim. Customer agrees to indemnify all of BEG from all Claims; the foregoing indemnity extends to claims asserting or alleging any of BEG's own negligence, strict liability and/or liability by operation of law and Customer agrees to indemnify each of BEG from claims for, arising from or related to, the negligence, strict liability and/or liability by operation of law of any or all of BEG.** Customer agrees, immediately upon demand, to pay all costs and expenses of any of BEG, including any attorneys fees, court costs, expert witness fees, consultant fees, and all other expenses, incurred as a result of, or incurred in defending against, any Claim.

Customer grants to BEG the right to photograph, videotape, and/or record Customer and each person associated with or affiliated with Customer, including any persons accompanying Customer at or into the Facility and any persons for whom Customer paid, provided, or delivered any admission or other fee in connection with the Facility, and to use, reproduce and distribute Customer's and such persons' name(s), face(s), likeness(es), voice(s), image(s) and appearance(s) in connection with exhibitions, publicity, advertising, and promotional materials relating to the Facility, without reservation or limitation.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I VOLUNTARILY SIGNED THIS AGREEMENT.

<u>Customer Name</u>	<u>Signature</u>	<u>Date</u>	<u>ID</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____