EXHIBIT B
LIABILITY WAIVER FORM

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in certain camping, hiking, outdoor, and other recreational activities (the "Activities") on real property (the "Property") owned by The Foundation at Shield Ranch, a Texas not-for-profit organization (the "Foundation"), The Close, LLC, a Texas limited liability company (the "Close"), The Rookery, LLC, a Texas limited liability company ("Rookery") or Roughleaf, LLC, a Texas limited liability company ("Roughleaf"). In consideration of being permitted by the Foundation, the Close, Rookery or Roughleaf to access the Property and the intangible value that I will gain from participating in the Activities on the Property and in recognition of the Foundation's, the Close's, Rookery's and Roughleaf's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

I HEREBY ACKNOWLEDGE THAT I FULLY UNDERSTAND THE HAZARDS AND RISKS ASSOCIATED WITH THE CAMPING, OUTDOOR AND OTHER RECREATIONAL ACTIVITIES IN WHICH I MAY PARTICIPATE ON THE PROPERTY, INCLUDING THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. THE INHERENT RISKS AND HAZARDS OF SUCH ACTIVITIES INCLUDE BUT ARE NOT LIMITED TO: (1) INJURIES SUSTAINED FROM ANY AND ALL OUTDOOR ACTIVITIES, SUCH AS RUNNING, JUMPING, HIKING, BIKING, CLIMBING, CAMPING, COOKING, ENGAGING IN SPORTING EVENTS AND MORE; (2) INJURIES SUSTAINED FROM OBJECTS THAT ARE EITHER NATURAL OR MAN-MADE, SUCH AS ROCKS, CLIFFS, TREES AND CAMPFIRES, OR FROM MISJUDGING TRAILS OR OTHER TERRAIN THAT INDUCES SLIPPING, FALLING, COLLIDING OR OTHERWISE; (3) INJURIES AND ILLNESSES SUSTAINED FROM SWIMMING, DIVING, IMPACTING THE WATER, AND/OR WATER ENTERING BODILY ORIFICES; (4) INJURIES FROM HYPOTHERMIA, HEAT STROKE, DEHYDRATION, ETC. FROM EXPOSURE TO THE ELEMENTS, SUCH AS RAIN, COLD, EXCESSIVE HEAT OR THE WEATHER IN GENERAL; (5) PHYSICAL AND MONETARY INJURIES SUSTAINED DUE TO MY OWN PERSONAL NEGLIGENCE AND/OR THE NEGLIGENCE OF OTHERS, CROWDS, ALTERCATIONS WITH OTHER PATRONS, THE EXCESSIVE USE OF ALCOHOL, THE PROHIBITED USE OF ILLEGAL DRUGS, AND THE LIKE; (6) INJURIES OR ILLNESSES SUSTAINED FROM EITHER PLANTS OR ANIMALS, SUCH AS PRICKLES, TREES/SHRUBS/GRASSES, BITING INSECTS - MOSQUITOES, TICKS, ANTS OR FLIES, AGGRESSIVE OR BITING PETS, SERVICE ANIMALS, WILDLIFE OR EXPOSURE TO ANY PLANTS OR ANIMALS; AND (7) ACCIDENTS, INJURIES OR ILLNESSES OCCURRING IN REMOTE LOCATIONS WHERE NO IMMEDIATE MEDICAL ATTENTION IS AVAILABLE. FURTHER I UNDERSTAND THAT THE DESCRIPTION OF THESE RISKS IS IN NO WAY COMPLETE AND THAT ALL SUCH DANGERS, BOTH ANTICIPATED AND UNANTICIPATED, CAN LEAD TO ILLNESS, INJURY, PERMANENT DISABILITY, DROWNING AND DEATH. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE FOUNDATION, THE CLOSE, ROOKERY, ROUGHLEAF OR OTHERWISE.

I HEREBY, ON BEHALF OF MYSELF, AND MY HEIRS, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, AND ASSIGNS, EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE

FOUNDATION, THE CLOSE, ROOKERY AND ROUGHLEAF AND EACH OF THEIR PARENTS, OFFICERS, DIRECTORS, TRUSTEES, MANAGERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES, INSURERS, VOLUNTEERS, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE OR ANY OTHER LOSS ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITY, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE FOUNDATION, THE CLOSE, ROOKERY, ROUGHLEAF OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE FOUNDATION, THE CLOSE, ROOKERY, ROUGHLEAF OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE FOUNDATION, THE CLOSE, ROOKERY, ROUGHLEAF AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR LIABILITIES THAT TEXAS LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.

I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE FOUNDATION, THE CLOSE, ROOKERY, ROUGHLEAF AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY OR AWARDED AGAINST THE FOUNDATION, THE CLOSE, ROOKERY, ROUGHLEAF OR ANY OTHER RELEASEES IN A FINAL, NON-APPEALABLE JUDGMENT, ARISING OUT OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN THE ACTIVITY, INCLUDING ANY CLAIM RELATED TO MY OWN NEGLIGENCE OR THE NEGLIGENCE OF THE FOUNDATION, THE CLOSE, ROOKERY, ROUGHLEAF OR ANY RELEASEE.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Releasees from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Foundation, the Close, Rookery, Roughleaf and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Releasees and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

I agree that any controversy or claim arising out of or relating to this Release shall be determined by binding arbitration. This Release involved commerce, and the arbitration is subject to and shall be conducted by a single arbitration in accordance with the United States Arbitration Act notwithstanding any choice of law provision in this Agreement, and under the Commercial Arbitration Rules of the AAA. The arbitrator shall have authority to award damages and grant other relief he deems appropriate. The arbitrator shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable, shall be determined by the arbitrator. Judgment upon the arbitration award may be

entered in any court having jurisdiction. The fees and expenses of the arbitrator and AAA shall be borne equally by the Foundation, the Close, Rookery, and Roughleaf, on the one hand, and me, on the other.

CHAPTER 75A, TEXAS CIVIL PRACTICES AND REMEDIES CODE AGRITOURISM AGREEMENT AND WARNING

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

[Signature Pages Follow]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FOUNDATION, THE CLOSE, ROOKERY AND ROUGHLEAF.

Signature:

_____

Printed Name:

_____

Address:

_____

_____

Date: _____

IF THE INDIVIDUAL NAMED ABOVE IS A MINOR, COMPLETE THE PORTION OF THIS FORM BELOW.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signature:

_____

Printed Name of Parent or Legal Guardian:

_____

Address:

_____

_____

Date: _____