



as the "Premises," and being more particularly described as follows:

13332 County Road 809
Sweeny, Texas 77480

2. Conditions of Use:

The License granted hereby to Licensee shall and does authorize Licensee to enter onto and use the Premises for the purpose of operating firearms and firearms instruction, including concealed handgun license classes. The use permitted herein is subject to the following conditions:

- A. Licensee may only enter the Premises upon express authorization by Licensor, or Licensor's agent or employee, and only for the dates and times and activity that is expressly authorized.
- B. Licensee may only enter the Premises where accompanied by Licensor or Licensor's agent or employee, or where Licensor is present on the Premises in a capacity to be able to observe all activities of Licensee.
- C. Licensee agrees to limit his or her activities to those for which authorization was given by Licensor.
- D. Licensee agrees to comply with all federal, state and local laws at all time while on the Premises.
- E. Licensee agrees to comply with all directions and instructions given by Licensor.
- F. Licensee acknowledges that "Licensor" includes any employee, agents, or independent contractor of Licensor.
- G. Licensee agrees to abide by the RANGE RULES, attached hereto as Exhibit A and incorporated herein.

3. Term and Revocation:

- A. This License Agreement shall be effective upon execution of this Agreement by both parties and shall be in effect for the dates and times expressly authorized by Licensor.
- B. This License may be revoked at any time where Licensee is found to be in breach of any of the provisions of this Agreement, or at any time at the convenience of Licensor.
- C. Upon completion of the activity for which authorization to enter the Premises was authorized, or upon revocation of the permission to be on the Premises, Licensee shall immediately and peaceably exit the Premises.



D. If the License is revoked, it shall be done so without compensation to the Licensee.

4. Liability and Indemnity:

A. Licensee agrees to indemnify, defend, and hold harmless Licensor, (its officers, agents and employees) and Robert S. Irwin, and Seth Irwin individually, from and against any and all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission, including, but not limited to, any negligence, gross negligence, or intentional act of whatsoever nature, of Licensee or Licensee's agents, employees, or contractors occurring or in anywise incident to, in connection with, or arising directly or indirectly out of this License Agreement or the use of the Premises hereunder.

B. Licensee acknowledges that operation of firearms may be a dangerous activity and could subject Licensee to injury or death. Licensee agrees to use and occupy the Premises at its own risk and hereby releases and waives Licensor (its officers, agents and employees) and Robert S. Irwin, and Seth Irwin, from all claims for any damage or injury caused by or as a result of any act or omission of Licensee, including any negligence, gross negligence, or intentional act of whatsoever nature.

5. Assignment: The License granted hereby shall be personal in nature and shall not be assignable by Licensee, in whole or in part.

6. TRESPASS WARNING:

LICENSOR HEREBY WARNS LICENSEE THAT LICENSEE MAY ONLY ENTER AND REMAIN ON THE PREMISES FOR THE DATES AND TIMES AND ACTIVITY THAT IS EXPRESSLY AUTHORIZED BY LICENSOR HEREIN. NO OTHER GENERAL ENTRY OR SUBSEQUENT USE BY LICENSEE IS PERMITTED, EXCEPT AS MAY BE AUTHORIZED BY LICENSOR AGAIN, IN SAME MANNER HEREIN.

ANY UNAUTHORIZED ENTRY, PRESENCE OR INTRUDING ON THE PREMISES, MAY CONSTITUTE A LEGAL TRESPASS AND SUBJECT THE VIOLATOR TO POSSIBLE CRIMINAL PENALTIES AND CIVIL REMEDIES.

7. Severability and Substitution of Valid Provisions: In the event any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

8. Entire Agreement and Binding Effect: This Agreement and any attached exhibits constitute the entire agreement between Licensor and Licensee; no prior written nor prior, contemporaneous, or subsequent oral promises or representations shall be binding. This Agreement shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this



instrument. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

9. Venue: Venue for any dispute arising out of this Agreement shall lie in court of competent jurisdiction in Brazoria County, Texas.

Executed on this the _____ day of _____, 20_____.

IRWIN'S TOY BOX, LLC

LICENSOR:

By: _____
Authorized Representative

Executed on this the _____ day of _____, 20_____.

LICENSEE:

By: _____



EXHIBIT "A"

RANGE RULES

1. Weapons must be unloaded with the breech open when brought on the range, or while persons are down range.
2. Do not handle weapons while people are down range.
3. Shooting prohibited except during officially supervised instruction.
4. Intoxicants and horseplay are prohibited.
5. Shoot at approved targets only.
6. Illegal weapons are prohibited.
7. Must follow the Rangemaster's directions and announcements of "Fire" and "Cease Fire."
8. Shooting intervals are at the discretion of the Rangemaster.
9. Shoot only from the firing line, and respect the rights of others.
10. Notify the Rangemaster for any assistance or for any malfunction that might have occurred.
11. Do not go down range unless told to do so by the Rangemaster.
12. No unapproved holsters allowed at the range.
13. Weapons must be pointed down range at all times.
14. Do not point any weapon at any person whether the weapon is loaded or unloaded.
15. Keep the action open and the gun unloaded until ready to use.
16. Know how the gun operates.
17. Be sure your gun and ammunition are compatible.
18. Be sure of your target and what is beyond.
19. Shooters must wear eye and ear protection to prevent injury while shooting
20. Irwin's Toy Box will not be responsible for any injuries, lost items, defective or malfunctions of weapons or ammunition.
21. Positive identification is required.
22. Rangemaster has the authority to evict anyone from the shooting range for any violation of these rules without refund.
23. No profane or abusive language.
24. Enclosed shoes, pants or shorts to the knees, cap/hat, and shirt that fits around the neck must be worn. Hot brass burns.