

## Release and Waiver of Liability

(read carefully before signing)

Visitor Name: \_\_\_\_\_ (“Visitor”)

Date: \_\_\_\_\_

**Purpose:** To investigate and review certain technology and documentation in furtherance of a project to furnish construction and operation services related to a pilot plan to test an advanced vapor compression desalination technology (“Purpose”).

In consideration of being allowed access to the premises, facilities, offices, and buildings of Terrabon, L.L.C., a Texas limited liability company (“Terrabon”), which are located at Bryan, Texas (collectively, the “Premises”), in furtherance of the Purpose, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, the Visitor named above, hereby make this Release and Waiver of Liability (“Release”) and agree as follows:

1. I represent and warrant as follows: (a) I am an individual over the age of eighteen years; (b) I desire to visit and have access to the Premises for the Purpose; (c) I acknowledge that the Premises may consist of facilities which are not designed for visits by the public and same may include processing facilities and production facilities, storage, delivery and transportation facilities; (d) I further acknowledge that my presence on the Premises could involve risks of physical injury, as well as other risks; (e) I assume all of the risks involved in being on the Premises; (f) I understand and acknowledge that Terrabon will not allow me access to the Premises unless to the fullest extent allowed by law, I release and waive all Claims (defined below) against Terrabon and its affiliates, subsidiaries, officers, managers, employees, agents and representatives; and (g) I have read this Release. While on the Premises, I further covenant and agree to strictly follow the instructions of Terrabon’s representatives and to heed all posted signs and warnings.

2. To the fullest extent permitted by law, I hereby waive, release, acquit, and forever discharge Terrabon and each of its affiliates and subsidiaries, and each of their respective administrators, staff, directors, representatives, agents, members, officers, and employees, individually and collectively (individually and collectively, the “Released Parties”) from any and all possible Claims that I have, or might have, against Terrabon and/or any of the Released Parties, known or unknown, now existing or that may arise in the future, which arise out of or are attributable to or in any way based upon or related to my presence on the Premises in furtherance of the Purpose during the Term. For purposes herein, the “Term” shall mean the dates of March 25, 2009, through March 27, 2009. I UNDERSTAND AND ACKNOWLEDGE THAT THE CLAIMS BEING RELEASED HEREUNDER INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED UPON OR IN ANY WAY RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF TERRABON AND/OR ANY OR ALL OF THE RELEASED PARTIES, AND SHALL APPLY WHETHER OR NOT A RELEASED PARTY WAS OR IS CLAIMED TO BE PASSIVELY, JOINTLY, CONCURRENTLY, OR ACTIVELY NEGLIGENT OR GROSSLY NEGLIGENT; BUT IN ANY SUCH EVENT, ONLY TO THE EXTENT OF AND IN PROPORTION TO THE DEGREE OF FAULT, FAILURE, ERROR, OMISSION, NEGLIGENCE, GROSSLY NEGLIGENT OR WRONGFUL ACT OF THE UNDERSIGNED.

3. As used herein, the term “Claims” means, individually and collectively, demands, claims, assertions, actions, causes of action, counterclaims, cross-claims, disputes, indebtedness, obligations, promises, judgments, contracts, liens, security interests, executions of any nature, damages, costs, expenses, and liabilities whatsoever, at law or in equity, statutory or otherwise, including attorneys' fees and court costs, judgments and amounts paid in settlement of any Claim, arising under the laws of the State of Texas, the United States of America or any other state, country or governmental division.

4. This Release shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas, and the substantive laws of the United States of America, exclusive of conflicts of law rules. Visitor agrees to submit to the exclusive jurisdiction of the courts of Brazos County, Texas. The exclusive venue for any lawsuit or other proceeding shall be in Brazos County, Texas.

5. To the fullest extent permitted by law, this Agreement shall be binding upon and benefit Terrabon, the Released Parties and each of their respective successors, assigns and heirs.

6. If any one or more of the provisions contained in this Release is for any reason held to be invalid, illegal or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall be severed from this Release and not be a part hereof.

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Signature of Visitor