

APPENDIX B
RELEASE OF LIABILITY

THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF _____, 20__ BY AND BETWEEN RAVENSWAY/SARACEN PARK STABLES, HEREINAFTER COLLECTIVELY REFERRED TO AS "RSPS" AND _____ (RIDER).

1. RSPS SHALL ALLOW RIDER USE OF THE RSPS RIDING AREAS, LOCATED IN CYPRESS TEXAS AS SUCH TIMES AS RSPS AND RIDER MAY AGREE.
2. IN CONSIDERATION OF RSPS'S AGREEMENT TO ALLOW USE OF THE STABLES, RIDER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RSPS, ITS OWNERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, JUDGMENTS, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE) BROUGHT AGAINST OR INCURRED BY ANY OR ALL OF THE INDEMNIFIED PARTIES RESULTING FROM INJURY, DEATH, OR PROPERTY DAMAGE SUFFERED BY ANY PARTY, INCLUDING, BUT NOT LIMITED TO, RSPS, ITS OWNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND INVITEES OR ANY OTHER THIRD PARTY WHICH IS CAUSED BY THE NEGLIGENCE OR OTHER LEGAL LIABILITY OF RIDER; REGARDLESS IF ANY OF SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE IS ALLEGED OR HELD TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE ACTIVE OR PASSIVE, SOLE OR CONCURRENT, OF ANY OR ALL OF THE INDEMNIFIED PARTIES OR IF ALLEGED OR HELD TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR SERIES OF EVENTS WHICH COULD RESULT IN ANY OR ALL OF THE INDEMNIFIED PARTIES BEING LIABLE BASED UPON ANY THEORY OF STRICT LIABILITY.
3. IF ANY PHRASE, SENTENCE, PARAGRAPH, SECTION OR OTHER PART OF THIS AGREEMENT SHALL BE HELD VOID OR UNENFORCEABLE, IT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THE AGREEMENT AND THE REMAINDER OF THE AGREEMENT SHALL NOT BE CONSTRUED AND INTERPRETED, TO THE EXTENT POSSIBLE, TO GIVE EFFECT TO THE ORIGINAL INTENT OF THE PARTIES.
4. THIS AGREEMENT IS INTENDED TO BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CHOICE OF LAW RULES, WHICH WOULD REFER TO THE LAW OF ANOTHER JURISDICTION.

INTENDING TO BE LEGALLY BOUND, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

RAVENSWAY/SARACEN PARK STABLES

RIDER (OR PARENT/GUARDIAN,
IF UNDER 18)

Rider's Address and Telephone
