

# RELEASE AND INDEMNITY

STATE OF TEXAS

COUNTY OF BRISCOE

In consideration of the lease of various real properties (hereinafter called "Premises") to Post Enduro Association, Inc.(Post Enduro, PEA), by Billy W. Evans and Edna Evans, Bryan Burson, Burson Cattle Co. and Dee Whittington and any other party (hereinafter collectively called "Lessors", whether one or more, for motorcycle and four wheeler vehicle recreational use and the authorization from Post Enduro Association, Inc. and Lessors for my access to the premises for said use, I, the undersigned, agree as follows: I do hereby agree that I will comply with the terms set forth in any lease of the Premises entered into with Post Enduro Association, Inc. as lessee, which leases are available for my review at the offices of Post Enduro Association, Inc., I agree and acknowledge that motorcycle and four wheel vehicle recreational use is an inherently dangerous activity. I agree that neither Post Enduro Association, Inc, Billy W Evans, Edna Evans, Bryan Burson, the Burson Cattle Co. or Dee Whittington ("Lessors"), theirs, heirs, personal representatives, successors and assigns, or anyone in privity with them, shall be liable or responsible for any accident of any kind or character, regardless of the nature of said accident suffered by me, my guests, family or invitees during the course of or as a result of my use of the Premise. I release and forever discharge Post Enduro Association, Inc., and Lessors, their heirs, personal representatives, successors and assigns and anyone in privity with them, from any and all actions, causes of action, claims and demands for, upon, or by reason of any damage, loss to person or property which may be directly or indirectly sustained during the course of or as a result of my use of the Premises.

I further agree to indemnify and hold Post Enduro Association, Inc., and Lessors, their heirs, personal representatives, successors and assigns, and anyone in privity with them harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands, arising from the conduct or use of the Premises by me, my guests, family or invitees, or from any act or negligence of me, my guests, family or invitees, in or about the Premises. In case any action or proceeding brought against Post Enduro Association, Inc. and/or Lessors, their heirs, personal representatives, successors, and assigns, anyone in privity with them by reason of such claim, I upon notice from Post Enduro Association, Inc. and Lessors, their heirs, personal representatives, successors and assigns, and anyone in privity with them agree to defend the action or proceeding by counsel acceptable to such parties.

I further agree to indemnify and hold Post Enduro Association, Inc. and Lessors harmless against any and all claims, demands, damages, cost and expense, including reasonable attorney's fees, for the defense of such claims and demands, arising from the conduct or use of the Premises by said child or from any act or negligence of said child in or about the Premises

SIGNED: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

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