



Isa-Rosal, LLC. Doing Business as “Woodlands Equestrian Club”

27 N Heritage Hill Cir. The Woodlands TX. 77381
10422 Hufsmith Road. Tomball. TX. 77375

Participant Agreement, Release and Assumption of Risk

In consideration of the services of Woodlands Equestrian Club, Isa-Rosal, LLC, their agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf or Pablo Vazquez, Rancho La Passion, their agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, (hereinafter collectively referred to as “WEC”), I hereby agree to release, indemnify and discharge WEC, on behalf of myself, my children, my parents, my heirs:

1. I acknowledge that my participation in horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: Contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse and/or our horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs, jumps and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance that can result in falling from the horse. Furthermore, WEC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WEC, Woodlands Equestrian Club, Isa-Rosal, LLC, Antonio Renilla, Ana Renilla, Marta Renilla, Pablo Vazquez, Rancho La Passion, from any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my use of WEC’s horses, equipment or facilities, including any such claims which allege negligent acts or omissions of WEC, Woodlands Equestrian Club, Isa-Rosal, LLC, Antonio Renilla, Ana Renilla, Marta Renilla, Pablo Vazquez, Rancho La Passion or any of their officers or employees.
4. Should WEC or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. **Head Protection Clause** - I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless: WEC, Woodlands Equestrian Club, Isa-Rosal, LLC, Ana Renilla, Marta Renilla, Antonio Renilla, Pablo Vazquez, Rancho la Passion from any and all claims, liabilities, demands or causes of action, which are in any way connected to my choice of not wearing protective headgear/helmet as recommended by said parties above in conjunction with WEC’s horses, equipment or facilities, including any such claims which allege negligent acts or omissions of WEC, Woodlands Equestrian Club, Isa-Rosal, LLC, Marta Renilla, Antonio Renilla, Ana Renilla, Pablo Vazquez, Rancho La Passion, or any of their officers or employees. **All minors MUST wear a helmet while on a horse.**
7. In the event that I file a lawsuit against WEC, Woodlands Equestrian Club, Isa-Rosal, LLC, Antonio Renilla, Ana Renilla, Marta Renilla, Pablo Vazquez, Rancho La Passion, or any of their officers and employees, I agree to do so solely in the state of Texas, Montgomery County and I further agree that the substantive law of the state shall apply in that action without

regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

8. I understand that my car, items inside of my car and all my unattended belongings, inside or outside the facility of ISA ROSAL, LLC (Woodlands Equestrian Club) have been left at MY OWN RISK. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WEC, Woodlands Equestrian Club, Isa-Rosal, LLC, Antonio Renilla, Ana Renilla, Marta Renilla and any of their offices and employees from any and all claims, demands or causes of action, which are in any way connected with my belongings during my stay in Woodlands Equestrian Club property. I hereby speak on behalf of myself, my guests and my relatives during my or our visit to the barn.
9. **WARNING – UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICES AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**
10. You warrant that the following statements are true and correct and you understand that the RELEASES have relied on them in entering into this RELEASE:
 - a) No oral representations, statements or inducements apart from the foregoing written agreement have been made.
 - b) You assume full responsibility and risk of bodily injury, death or property damage due to negligence of RELEASES or otherwise upon entering WEC.
 - c) You agree to conduct yourself in a safe and responsible manner to assure the safety of yourself and other guests and staff of WEC. This safe and responsible conduct will extend to the time you are a guest of WEC and also while you are traveling to and from WEC.
 - d) You agree that this agreement shall apply to any incident, injury, accident or death occurring at WEC on the date of this agreement and FOR A PERIOD OF 1 YEAR after the execution of this agreement.
 - e) YOU HAVE READ AND VOLUNTARILY SIGN THIS VOLUNTARY RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT.
 - f) YOU UNDERSTAND THAT YOU ARE ASSUMING ALL RISKS INHERENT IN THE WEC ACTIVITIES AS HEREIN DEFINED.

By signing this document, I acknowledge that if anyone and/or horse is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WEC, Woodlands Equestrian Club, Isa-Rosal, LLC, Ana Renilla, Marta Renilla, Antonio Renilla, Pablo Vazquez, Rancho La Passion, Juan Antonio Vendrell, Juan Gonzalez on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read the entire document. I have read and understood it, and agree to be bound by its terms.

Print Name (adults only) _____

Name of the family member/s who you are signing on behalf of (minors): _____

Email _____ Phone _____

Discipline? Jumping Hunter Dressage Eventing Other: _____ How did you hear about us? _____

Address _____ City _____ State _____ Zip _____

Signature of Participant _____ Date _____
(in case of minor, signature of parent or guardian)