

## What is an Equine Activity Law?

### Part I

In order to combat frivolous lawsuits resulting from the “inherent risks” of equine operation, 45 states have enacted Equine Activity Laws. Such laws stipulate that a person may not file a lawsuit if an accident occurs resulting from the inherent risks associated with equine activities. They also spell out what risks - such as providing defective tack or failing to appropriately match horse with rider - are not inherent and therefore fair game for lawsuits.

Rather than list all 45 states that have enacted Equine Activity Statutes, the only states that have not done so are California, Pennsylvania, New York, Nevada, and Maryland.

The activities covered under most laws include shows, competitions, training activities, equine boarding, hunts, trail rides, riding lessons, rodeos, replacing horseshoes, and many more exposures. Depending on the individual state, warning signs or written waivers may also be required to be protected by the statute.

Since Equine Activity Laws protect against “inherent risks”, it is important to find your state’s definition for what those risks include. Tennessee’s definition, which is typical, includes but is not limited to:

- A.** The propensity for an equine’s behavior to result in injury, harm, or death to persons around them.
- B.** The unpredictability of an equine’s reaction to such things as sounds, sudden movements and unfamiliar persons.
- C.** Environmental hazards such as land conditions.
- D.** Collisions with other equines or objects.
- E.** The potential of a participant to act in a negligent manner.

### Part II

Equine Activity Statutes, while offering broad protection, are not without exclusions. Many common equine accidents are caused by factors that are not due to the inherent risks of equine activity, and are therefore **not** covered by Equine Activity Laws. Many states’ legislatures will outline what some of those unprotected risks may include. While every state has its own criteria, Tennessee (a common example) has specified that the equine professional can be held liable when he/she:

- A.** provided the equipment or tack, and knew or should have known that the equipment or tack was faulty, and such equipment or tack was faulty to the extent that it caused the injury
- B.** provided an equine that was inadequately matched to the rider’s stated or perceived riding ability, and the equine was unmanageable with the rider’s skill
- C.** owns or leases the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known to the equine activity sponsor and for which warning signs have not been conspicuously posted
- D.** intentionally injures the participant.

### What does this mean to me?

Though I have used legal examples, this article was in no way meant to explain legality in your particular states of business. We recommend that you find your state statute at the State Info page of [www.fredricksenins.com](http://www.fredricksenins.com) and discuss with your insured’s lawyer. Many states will require that your insured post signs with specific wording in order to meet statute requirements. Most states also require a signed release waiver or Hold Harmless Agreement. We recommend the use of a Hold Harmless Agreement in all cases in order to simplify liability, but all waivers should first be seen by your insured’s lawyer to verify legality.

These articles can be found in the May ‘04 & June ‘04 issues of the “Fredricksen Information Source”