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Statutory Limitations for Equine Activities

By Judon Fambrough

Effective September 1, 1995, the Texas Legislature enacted a new statute that encourages equine activities by limiting the liability of those who sponsor or permit such events as parades, trail drives or shows. More precisely, the statute provides that "any person, including an *equine sponsor* or an *equine professional*, is not liable for property damage or damages arising from the personal injury or death of a *participant* if the property damage, injury, or death result from the dangers or conditions that are an *inherent risk of equine activity*. . ." (Chapter 87 of the Texas Civil Practices and Remedies Code). The statute lists *inherent risks* as:

- the animal's tendency to behave in ways that cause personal injury or death;
- the animal's unpredictable reaction to sound, sudden movement or unfamiliar object, person or other animal;
- certain land conditions and hazards, including surface and subsurface conditions;
- collision with another animal or object; or
- a participant's negligent actions that cause injury to themselves or others when they fail to control the animal or to act within their ability.

Definitions—which comprise half of the statute—are critical for understanding the new law. For instance, the term *equine animal* includes a horse, pony, mule, donkey or hinny.

An *equine activity* includes:

- an equine animal show, fair, competition, performance or parade that involves any breed of equine animal and

any equine discipline, including dressage, hunter and jumper horse shows, grande prix jumping, three-day events, combined training, driving, pulling, cutting, polo, steeplechasing, English and Western performance riding, endurance trail riding, Western games and hunting;

- equine training or teaching activities;
- boarding equine animals;
- riding, inspecting or evaluating an equine animal belonging to another, whether or not with compensation to the owner;
- informal equine activity, including a ride, trip or hunt that is sponsored by an equine activity sponsor;
- permitting a prospective purchaser of the equine animal to ride, inspect or evaluate the equine animal;
- sponsoring an informal equine activity, including a ride, trip or hunt;
- placing or replacing horseshoes on an equine animal; or
- rodeos and single-event competitions, including team roping, calf roping and single steer roping, whether or not the participants are compensated.

An *equine activity sponsor* means:

- a person or group who sponsors, organizes or provides the facilities for an equine activity, including equine facilities for a pony club, 4-H club, hunt club, riding club, therapeutic riding program, high school or college class, program or activity without regard to whether the person operates for profit or
- an operator of, instructor at, or promoter for equine facilities, including a stable, clubhouse, pony ride string, fair or arena where an equine activity is held.

An *equine professional* means a person who for compensation:

- instructs a participant or rents to a participant an equine animal for the purpose of riding, driving or being a passenger on the equine animal or
- rents equipment or tack to a participant.

A *participant* means a person who *engages in an equine activity* regardless of whether the person is an amateur or professional or whether the person pays for the activity or participates in the activity for free.

Engages in an equine activity means riding, handling, training, driving, assisting in the medical treatment of, being a passenger on or assisting a participant or sponsor with an equine animal. The term includes management of a show involving equine animals. The term does not include being a spectator at an equine activity unless the spectator is in an unauthorized area and in immediate proximity to the equine activity.

Certain exceptions and limitations apply. Liability for property damage continues when it arises from a participant's personal injury or death when the person, sponsor or professional:

- provided faulty equipment or tack to the participant, and they knew or should have known it was faulty;
- did not determine the participant's abilities to safely manage an equine animal before providing one;

- did not post warning signs or provide written notices or verbal warnings of dangerous latent conditions of the land if they knew of the conditions and they owned, leased or otherwise controlled the property;
- injured a participant by an act or omission with willful or wanton disregard for the participant's safety; or
- intentionally injured or killed someone.

Finally, equine professionals who want to claim the statutory limitations must clearly and visibly post and maintain prescribed warning signs on or near stables, corrals or arenas that they manage or control. The same warning must be written clearly into every contract the professionals enter with participants for professional services, instructions or rental of equipment, tack or an equine animal regardless of where the equine activity occurs.

The warning must read as follows:

Warning

Under Texas law (Chapter 87, Civil Practice 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. ☒

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