

Equine Activity Liability Acts

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I. Introduction to the Equine Activity Liability Acts (EALA)

In the mid-1980's several groups, led primarily by the American Horse Council, began promoting the passage of a liability act to protect owners and participants in equestrian activities. The underlying intention of Equine Activity Liability Act is to encourage equine activities by limiting civil liability of those individuals who offer, organize, or sponsor equine activities. The primary rationale was that equine activities provide a variety of benefits to the states in which they occur, including a significant economic impact. Studies sponsored by the American Horse Council reported that in 2005, the horse industry contributed approximately \$39 billion in direct economic impact to the U.S. economy, including 1.4 million full time jobs and total spending reached \$102 billion. Although, EALAs are designed to support the horse community by limiting liability from the inherent risks associated with horse activities, they do not offer complete immunity. Mishaps involving non-inherent risks fall outside the scope of EALA laws – ie. faulty tack or equipment, failing to properly match mount and rider, latent condition, negligence in any way – supervision, instruction, duty of care owed, etc.

Initially a uniform act was circulated in the 1980's. Over the next three decades an act was introduced and passed in some form by a majority of states. (All but CA & MD.) The most recent was signed into law by New York Governor Cuomo on October 23, 2017. The NY law differs in that it is primarily an agricultural tourism law. Although the EALA was originally designed to be a uniform law, individual states adjusted and reworked the version that passed their individual state legislatures and what became law in individual states was changed and modified to the extent that it no longer resembles a uniform law. One cannot rely on the version passed in one state to apply in another. Specific EALA law must be carefully considered in each state to determine the application and immunity available in that state. Liability assessment varies and is dependent on the specific language of the EALA statute in each state. Before considering what protection is offered by an EALA in any specific state, one must closely read the version that became law in that state, and when possible, read cases to see how the courts in that state have interpreted and applied that law to the unique facts presented in each case.

→ CAVEAT ---- STATE LAW CONTROLS.

Currently, several online equine resources provide descriptions and links to various EALA state statutes throughout the country, as well as some discussions regarding possible legal interpretations. For further reading please refer to the websites of *The American Horse Council*, *The American Equestrian Alliance*, *Equine Legal Solutions*, *Equine Law Blog*, *Animal Law*, equine insurance websites and many law school websites. Additional internet information is available by searching “Equine Activity Liability Act (or Law)”. Many resources exist, including magazine articles, blogs, law review articles, etc. The reader is cautioned to consider the source of the information before relying on it. Additionally, one must consider the jurisdiction and any changes that may have been made to the law since its enactment.

II. Your Individual State law and Components of EALAs.

Most states have enacted some form of an EALA or a livestock law. Many states also have laws regarding sports, recreation, and/or recreational land use that may compliment or conflict with a state EALA. Because the state legislatures may change the law, it is important to make certain that the state law you are relying on is current. To find the current law in your state you may request it from an attorney in your state or obtain it from a subscriber service like West Law, Lexis Nexis, etc. (fees apply). Alternatively, you may find your state law on the Internet in a several locations: 1) The website for most state legislatures contains a link to the state code; 2) Internet search of “Equine Activity Liability Act”; 3) Website for your county extension office, state horse council, or the American Horse Council; or 4) the lists on the websites such as The American Equestrian Alliance, Animal Law, etc.

Once you obtain a copy of the EALA in your state and verify that it is the current law, break down the specific parts of your law to determine primary points. This is similar to reading the outline you prepared for your high school theme papers. Hierarchy -- Learn how your law is structured and identify the parts.

Generally, EALAs contain about 4 components in some order:

1. **Definitions** – CRITICAL that you understand these in your state. What qualifies as an equine activity, equine professional, equine sponsor, participant, equine (or animal!), inherent risks, etc. is a threshold matter that controls whether the EALA applies.

2. Statement of the specific and **limited immunity** granted by the law.

3. **Exceptions**.

4. **Requirements** to invoke the limited immunity offered. This could be signage and notices on contracts, releases, etc. and may include specific required wording. Failure to comply with requirements and the law may not protect you!

The primary legal question to determine whether the EALA immunity is invoked is: **Was the participant injured/damaged as a result of the inherent risk of being engaged in an equine activity offered by an equine activity sponsor or equine professional?**

III. Case Law

When a case is determined by a court, it becomes legal precedent in that jurisdiction and is binding on very specific facts and law. A case determined in one state is NOT binding legal precedent in another state for many reasons. First, the laws in the two states must be identical. Any variation in the law from one state to another state can result in a completely different outcome. Similarly, the facts must be identical. Even a slight variation in the facts can result in a totally different determination by the court. These two things, the law and the facts, are threshold matters. It is critical that you carefully select an attorney who is well-versed in the equine laws of your state and once you chose your legal counsel, you must be very open and totally candid concerning the exact details (facts) of your situation. A case in a lower court (trial) must be appealed to an upper level court to have a published opinion that can be cited as case law. Some cases are reported without an opinion and are of no legal consequence elsewhere.

Helpful terms in reading legal cases: At the trial (lower) court level, the *Plaintiff* is the one who brings the action and the *Defendant* is the one who is being sued. If the case goes to a higher court, new names for the parties: the *Appellant* is the one (may be the plaintiff or defendant) who is unhappy with what the trial court decided and takes the case (appeals) to a higher court hoping to change the result. The *Appellee* is in the position on appeal of defending the ruling of the lower court.

IV. Some Interesting Cases *Pre-EALA – good read:*

Ewing v. Prince, 425 S.W. 2d 732, Kentucky (1968)

Plaintiff claimed damages for injuries when she was kicked by a mare she approached from behind while riding another horse. Held that no dangerous or vicious propensities in Jezebel, the animal in question. She had plenty of life but could be handled by anyone. Great language re:Flicka, Trigger, Champion and even Mr. Ed!

North Hardin Developers, Inc. v. Corkran, 839 S.W. 2d 258, Kentucky (1992) Child sustained fractured skull after being kicked by horse she approached from behind in pasture. Undisputed that child had climbed through barbed wire fence on a dare to touch a horse. Horse was not known to be violent and was startled. Property owner knew kids trespassed, had posted notices and even hired someone part time to chase the children away! Good case re: attractive nuisance doctrine and duty of care owed to others. Ordinary domesticated animals are a natural condition when securely maintained on a farm and do not constitute an unreasonable risk or even a foreseeable risk of harm to others.

***** *Cases after EALA* *****

Markowitz v. Bainbridge Equestrian Center, Inc., 11th District, 2007 WL 959906, Ohio. Unpublished. Horse camp rider injured when pony startled by thunder, reared. Good language re: “Precisely the kind of activity” the EALA is intended to immunize.

Baker v. McIntosh, 132 S. W. 3d 20, Kentucky, (2004) Plaintiff Baker claimed injuries after colt backed into gate pinning and breaking Baker's wrist. McIntosh, was a horse trader, Baker, friend and frequent visitor. Baker could not expect McIntosh to make special preparation for his safety when it was obvious that Baker could have discovered that himself. McIntosh was entitled to conduct his business as he was accustomed and had no duty to further warn Baker. Similar, **Allison v. Johnson**, 2001 WL589384, Ohio, (2001), dealing with gate that broke when horse struck it causing a board to hit and injure Plaintiff.

Columbus v. Moore, 2006 WL 2089210, Michigan. Unpublished. Plaintiff injured by horse kick at a horse sale. Contended she was a spectator since she was not buying. Court said she was a participant – she looked, talked with sellers, and was in area of the activity. EALA applied.

Amburgey v. Sauder, 605 N.W. 2d 84, Michigan, (1999). Plaintiff, Amburgey, claimed damages for injuries to her arm and shoulder as a result of being bitten by a horse as she was walking in the hallway of defendant Sauder's boarding stable. The court determined that the intent of the Michigan EALA was to grant immunity to qualifying defendants for certain acts or omissions. By the express definition in the EALA, Amburgey was a "participant" who was "engaged in an equine activity" while touring the barn (MI statute included "visiting, touring, or utilizing an equine facility" within the definition of equine activity) and therefore, Amburgey fell within the class of persons who were barred from recovering from a qualified defendant. The MI statute required posting of specific notices and evidence was presented that more than one appropriate sign was posted "in a clearly visible location in close proximity to the equine activity." A goat had eaten one of the signs but other signs posted elsewhere, including at the main entrance, were intact. Because there was appropriate posting of signs, Sauder, who met the statutory definition of "equine professional", could invoke the EALA protections. This case contains an excellent judicial discussion regarding the strict interpretation of the actual words of the MI EALA as well as the purposes. By footnote, cites the "penalty" imposed by an EALA for failure to post a sign; i.e. the law will not protect!

A similar horse bite case was determined in Connecticut. See **Vendrella v. Astriab**, 87 A. 3d 546, (2014) final decision at 60 Conn. L. Rptr. 592 (July 2015). Vendrella has a long history, was bounced around in the courts on legal and technical issues, not related to the EALA; however, good language and fun reading regarding the propensity of a horse to bite.

Friedli v. Kerr, Tenn. App., unpublished, 2001 WL 177184, Tennessee, (2001) . The Friedli's were touring downtown Nashville in horse-drawn carriage owned by Kerr when a loud noise frightened Talon, the horse, and he bolted. The Friedli's were dumped on the street, Talon broke free and then completed his usual route without the carriage, the driver, or the passengers. Friedli's sued and Kerr claimed EALA. The trial court determined that Kerr owed a heightened duty of care as an "amusement ride operator" or as a "common carrier" rather than as an equine professional under EALA. On appeal, the court disagreed and held that Kerr owed the Friedli's only an ordinary duty of care. The appeals court expressly reversed the trial court's judgment determining that Kerr should NOT be held to the same heightened duty expected of common

carriers or operators of amusement rides. Case made no final rulings whether the EALA applied but costs were taxed to BOTH parties – giving rise to doubt and questions.

Gardner v. Simon, 2006 WL 2244124, Michigan. Plaintiff Gardner was injured when horse, Nick, reared, caught hooves in tree, and fell over. Good language re: green broke horse, warnings, and legal discussion of limiting the liability and application of EALA under circumstances of negligence. Trial court granted summary judgment, relieving Simon under EALA. Gardner appealed and presented evidence that she was not warned of Nick's known dangerous propensities. Appeals court returned to trial court to review facts to determine appropriate duty of care owed to Gardner by Simon. Was there negligence?

Gamble v. Peyton, 182 S.W. 3d 1, Texas, (2005). Plaintiff Peyton claimed damages from falling from a horse she was purchasing from Defendant, Gamble. The trainer rode the horse in the riding pen, then Peyton rode the horse under the trainer's supervision. As Peyton was dismounting, the horse tossed her and she seriously injured her back, requiring surgery. The trainer had mentioned the fire ants in the pen before Peyton mounted and when he returned the horse to the barn after the accident, he found fire ants on the horse's back legs. Peyton sued and Gamble prevailed under the Texas EALA. The court found that Gamble was a professional, and that Peyton was a participant in an equine activity. The court determined that the presence of fire ants in an outdoor riding pen is a natural condition that was known to Peyton and the behavior of the horse was an inherent risk of riding.

Gibson V. Donahue, 772 N.E. 2d 646, Ohio, 2002. Plaintiff Gibson, on her own horse, suffered personal injuries when she involuntarily dismounted after being chased by a free-running dog on a city-owned field. Defendant Donahue, the dog-owner, claimed immunity under the EALA – court said EALA cannot be applied to dog owner or city, and simply does not qualify under the terms of the equine law. However, the leash laws might make the dog owner responsible so it was sent back to the trial court to consider that. City went out on immunity. This case is hilarious reading and worth the view!

Halpern v. Wheeldon, 890 P.2d. 562, Wyoming, (1995). Plaintiff Halpern, who was inexperienced with horses, was injured while attempting to mount a horse owned by Defendant Wheeldon for a contracted trail ride. The trial court ruled in favor of Wheeldon and Halpern appealed. The Wyoming statute did not provide guidance of inherent risks of equine activities, so the determination of whether mounting was an inherent risk is a question of fact, not law; therefore, inappropriate for summary judgment. The supreme court returned this case to the trial court to factually determine whether mounting was an inherent risk.

Hellen v. Hellen, 831 N.W. 2d 430, 348 Wis. 2d 223, 2013 WI App 69 (2013). Ruth Hellen injured while holding lead rope for daughter-in-law, Rebecca Hellen to mount Whisper. Hip broken in her fall. EALA applied since equine activity, not necessarily mounted. However, summary judgment improper since there is a factual issue of whether Rebecca made reasonable effort to determine Ruth's ability to engage in equine activity.

Kangas v. Perry, 620 N.W. 2d 429, Wisconsin (2000). Kangas claimed damages for injuries she sustained when she fell backwards from a horse-drawn sled owned by Perry. Kangas chose to stand behind the only seat on the sled and during a rest stop, let go of the seat to open a beer. When the horses unexpectedly moved forward, she lost her balance and fell off backwards sustaining serious injuries. Perry trained and competed draft horses and used a sled for training. Kangas was visiting the horse farm with her husband and was invited to ride on the sled. Finding that Perry was an equine activity sponsor within the definition of the Wisconsin EALA, and that Kangas was a participant, the court applied the protections of that law to Perry. The court further found that the propensity of a horse to move without warning is an inherent risk of equine activity as contemplated by the statute.

Perry v. Whitley County 4-H Clubs, Inc., 931 N.E.2d 933; 2010 Indiana App. LEXIS 1501. Plaintiff Perry was an adult helper with 4-H equine events and was injured when a horse kicked her in a competition as she was assisting a child horse-handler. She also argued improper signage on the competition barn but admitted seeing the appropriate sign in an adjacent barn on numerous past occasions. Trial court ruled that sign was appropriate and that Perry's injury resulted from inherent risks of equine activities within the EALA. Appeals court upheld.

Snider v. Ft. Madison Rodeo, 2002 WL 570890, Iowa (2002) Unpublished. Plaintiff Snider crossed the street mid-parade and was injured by a pony in the parade. She sued the parade sponsor, the rodeo company. Snider lost and appealed. The Iowa Court of Appeals upheld that summary judgment for the parade sponsor was proper. (Summary judgment is when there is no material issue of fact and the moving party, here Ft. Madison, is entitled to judgment as a matter of law.) A spectator is specifically listed as a participant involved in a "domestic animal activity" according to the very terms of the Iowa EALA.

Stoffels v. Harmony Hill, 912 A. 2d 184, New Jersey (2006). Plaintiff Stoffels was injured when she was thrown from a horse owned by Defendant Harmony Hills. T/ct ruled for defendant giving full coverage to the EALA. NJ Superior Court held that EALA clearly applied, however, not absolute immunity. Rider claimed that the stable owner was negligent in horse assignment for her abilities. Appeals court returned to the t/ct for a determination of whether the stable owner was negligent in matching the horse and rider.

*****Reading a variety of the cases across the country will help you understand some of the reasons people may sue. This sampling should help you get started on a fun reading adventure!

V. Take Away.

KNOW YOUR STATE LAW! The law in another state has no application in your state!

PATH Region 3 – North Carolina, South Carolina, Virginia, West Virginia Daniels, WV – March 29-31, 2019

North Carolina

North Carolina General Statutes Annotated
NCGSA Sections 99E-1, et seq.

Section 99E - 1. Definitions.

As used in this Part, the term:

(1) “Engage in an equine activity” means participate in an equine activity, assist a participant in an equine activity, or assist an equine activity sponsor or equine professional. The term “engage in an equine activity” does not include being a spectator at an equine activity, except in cases in which the spectator places himself in an unauthorized area and in immediate proximity to the equine activity.

(2) “Equine” means a horse, pony, mule, donkey, or hinny.

(3) “Equine activity” means any activity involving an equine. Actions to preserve, maintain, or regulate the use of land for equestrian recreation shall not be considered an equine activity.

(4) “Equine activity sponsor” means an individual, group, club, partnership, or corporation, whether the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity. The term includes operators and promoters of equine facilities. A landowner who allows equine recreation on the landowner’s property shall not be considered an equine activity sponsor.

(5) “Equine professional” means a person engaged for compensation in any one or more of the following:

- A. Instructing a participant.
- B. Renting an equine to a participant for the purpose of riding, driving, or being a passenger upon the equine.
- C. Renting equipment or tack to a participant.
- D. Examining or administering medical treatment to an equine.
- E. Hooftrimming or placing or replacing horseshoes on an equine.

(5a) “Equine recreation” means use of a landowner’s property for an equine activity (i) where the landowner is neither the equine activity sponsor nor the equine professional and (ii) when the landowner permits use of the property without charge. For purposes of this subdivision, “charge” has the meaning set forth in G.S. 38A-2 and G.S. 38A-3.

(6) “Inherent risks of equine activities” means those dangers or conditions that are an integral part of engaging in an equine activity, including any of the following:

A. The possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them.

B. The unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals.

Inherent risks of equine activities does not include a collision or accident involving a motor vehicle.

(7) "Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

Section 99E - 2. Liability.

(a) Except as provided in subsection (b) of this section, an equine activity sponsor, an equine professional, or any other person engaged in an equine activity, including a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in subsection (b) of this section, no participant or participant's representative shall maintain an action against or recover from an equine activity sponsor, an equine professional, or any other person engaged in an equine activity for injury, loss, damage, or death of the participant resulting exclusively from any of the inherent risks of equine activities. In any action for damages against an equine activity sponsor or an equine professional for an equine activity, the equine activity sponsor or equine professional must plead the affirmative defense of assumption of the risk of the equine activity by the participant.

(b) Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine activity if the equine activity sponsor, equine professional, or person engaged in an equine activity does any one or more of the following:

(1) Provides the equipment or tack, and knew or should have known that the equipment or tack was faulty, and such faulty equipment or tack proximately caused the injury, damage, or death.

(2) Provides the equine and failed to make responsible and prudent efforts to determine the ability of the participant to engage safely in the equine activity or to safely manage the particular equine.

(3) Commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission proximately caused the injury, damage, or death.

(c) Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine activity under liability provisions as set forth in the products liability laws.

(d) Nothing in this section shall be construed to conflict with or render ineffectual a liability release, indemnification, assumption, or acknowledgment of risk agreement between a participant and an equine activity sponsor or an equine professional.

SECTION 99E - 3. WARNING REQUIRED.

(a) Every equine professional and every equine activity sponsor shall post and maintain signs which contain the warning notice specified in subsection (b) of this section. The signs required by this section shall be placed in clearly visible location on or near stables, corrals, or arenas where the equine professional or the equine activity sponsor conducts equine activities. The warning notice specified in subsection (b) of this section shall be designed by the Department of Agriculture and Consumer Services and shall consist of a sign in black letters, with each letter to be a minimum of one inch in height. Every written contract entered into by an equine professional or by an equine activity sponsor for the providing of professional services, instruction, or the rental of equipment or tack or an equine to a participant, whether or not the contract involves equine activities on or off the location or site of the equine professional's or the equine activity sponsor's business, shall contain in clearly readable print the warning notice specified in subsection (b) of this section.

(b) The signs and contracts described in subsection (a) of this section shall contain the following warning notice:

WARNING

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

(c) Failure to comply with the requirements concerning warning signs and notices provided in this Part shall prevent an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this Part.

South Carolina

Code of Laws of South Carolina Annotated
S.C. Code Ann. § 47-9-710, et seq.

§ 47-9-710. Definitions.

As used in this chapter:

(1) "Engages in an equine activity" means riding, training, providing, or assisting in providing medical treatment of, driving, or being a passenger upon an equine, mounted or unmounted, or a person assisting a participant or show management. It does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to the equine activity.

(2) "Equine" means a horse, pony, mule, donkey, or hinny.

(3) "Equine activity" means:

(a) an equine show, fair, competition, performance, parade, or trail riding that involves a breed of equine and an equine discipline, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeplechasing, English and Western performance riding, trail riding and Western games, and hunting;

(b) equine training or teaching activities, or both;

(c) boarding equines;

(d) riding, inspecting, or evaluating an equine belonging to another, whether the owner has received monetary consideration or another thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine;

(e) a ride, trip, hunt, or other equine activity, however informal or impromptu, that is sponsored by an equine activity sponsor;

(f) placing or replacing a horseshoe on an equine;

(g) examining or administering medical treatment to an equine by a veterinarian.

(4) "Equine activity sponsor" means an individual, a group, a club, a partnership, or a corporation, whether the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity, including, but not limited to, a pony club, 4-H club, hunt club, riding club, school and college-sponsored class, program, and activity, therapeutic riding program, and an operator, instructor, and promoter of an equine facility, including, but not limited to, a stable, clubhouse, ponyride string, fair, and an arena at which the activity is held or a landowner who has given permission for the use of his land in an equine activity either by easement or other means.

(5) "Equine professional" means a person engaged for compensation in:

(a) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine;

(b) renting equipment or tack to a participant; or

(c) examining or administering medical treatment to an equine as a veterinarian.

(6) "Inherent risk of equine activity" means those dangers or conditions which are an integral part of equine activities, including, but not limited to:

(a) the propensity of an equine to behave in ways that may result in injury, harm, or death to a person on or around the equine;

(b) the unpredictability of an equine's reaction to sound, sudden movement, an unfamiliar object, a person, or another animal;

(c) certain hazards such as surface and subsurface conditions;

(d) collisions with other equines or objects; and

(e) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, as failing to maintain control over the animal or not acting within the participant's ability.

(7) "Participant" means a person, amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 47-9-720. Equine liability immunity; exceptions to grant of immunity.

(A) Except as provided in subsection (B), an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant resulting from an inherent risk of equine activity, and no participant or participant's representative may make a claim against, maintain an action against, or recover from an equine activity sponsor, or an equine professional, for injury, loss, damage, or death of the participant resulting from an inherent risk of equine activity.

(B) Nothing in subsection (A) prevents or limits the liability of an equine activity sponsor, or an equine professional, if the equine activity sponsor, or equine professional:

(1) (a) provided the equipment or tack and knew or should have known that the equipment or tack was faulty, and the equipment or tack was faulty to the extent that it caused the injury; or

(b) provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity and to manage safely the particular equine based on the participant's representations of his ability;

(2) owns, leases, rents, or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known or should have been known to the equine activity sponsor, equine professional, or person and for which warning signs have not been conspicuously posted;

(3) committed an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury; or

(4) intentionally injured the participant.

(C) Nothing in subsection (A) prevents or limits the liability of an equine activity sponsor or an equine professional under liability provisions as set forth in the products liability laws.

(D) The provisions of this article shall not cover or apply to any liability arising from the ownership, maintenance, or use of any motor vehicle.

§ 47-9-730. Warning signs; contract to contain warning notice; immunity revoked for failure to comply.

(A) An equine professional and an equine activity sponsor shall post and maintain signs which contain the warning notice specified in subsection (B). These signs must be placed in a clearly visible location on or near stables, corrals, or arenas where the equine professional or the equine activity sponsor conducts equine activities or once at the primary entrance to any riding trail maintained or operated by the activity sponsor. The warning notice specified in subsection (B) must appear on the sign in black letters with each letter a minimum of one inch in height. A written contract entered into by an equine professional or by an equine activity sponsor to provide professional services, instruction, or rental of equipment, tack, or an equine to a participant, whether or not the contract involves equine activities on or off the location or site of the business of the equine professional or the equine activity sponsor, must contain in clearly readable print the warning notice specified in subsection (B).

(B) A sign and contract described in subsection (A) must contain the following warning notice:

WARNING

Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

(C) Failure to comply with the requirements concerning warning signs and notices provided in this section prevents an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this article.

Virginia

Code of Virginia -- Va. Code Ann. § 3.2-6200, et seq.

§ 3.2-6200. Definitions

As used in this chapter, unless the context requires a different meaning:

"Engages in an equine activity" means (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person

visiting, touring, or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term “engages in an equine activity” does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity.

"Equine" means a horse, pony, mule, donkey, or hinny.

"Equine activity" means (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoof care, including placing or replacing horseshoes or hoof trimming of an equine; and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

"Equine activity sponsor" means any person or his agent who, for profit or not for profit, sponsors, organizes, or provides the facilities for an equine activity, including pony clubs, 4-H clubs, hunt clubs, riding clubs, school- and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including stables, clubhouses, ponyride strings, fairs, and arenas where the activity is held.

"Equine professional" means a person or his agent engaged for compensation in (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or (ii) renting equipment or tack to a participant.

“Intrinsic dangers of equine activities” means those dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines to behave in ways that may result in injury, harm, or death of persons on or around them; (ii) the unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant’s ability.

"Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 3.2-6201. Horse racing excluded

The provisions of this chapter shall not apply to horse racing, as that term is defined by § 59.1-365.

§ 3.2-6202. Liability limited; liability actions prohibited

A. Except as provided in § 3.2-6203, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in 3.2-6203, no participant, participant's parent or guardian, or representative of such parent or guardian, shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

B. Except as provided in 3.2-6203, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks or intrinsic dangers of equine activities may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities and may be executed at a location other than that of the equine activity. The waiver shall remain valid unless expressly revoked in writing by the participant or his parent or guardian. For purposes of this section, in the case of a minor participant, the execution of a waiver a duly authorized representative of the parent or guardian designated in writing by the parent or guardian shall constitute a valid and knowing execution of a waiver by the parent or guardian.

§ 3.2-6203. Liability of equine activity sponsors, equine professionals

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional or any other person who:

- 1.** Intentionally injures the participant;
- 2.** Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of § 3.2-6202; or
- 3.** Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.

West Virginia

West Virginia Code Annotated -- W. Va. Code § 20-4-1 et seq.

§ 20-4-1. Legislative purpose.

The Legislature finds that equestrian activities are engaged in by a large number of citizens of West Virginia and that such activities also attract to West Virginia a large number of nonresidents, significantly contributing to the economy of West Virginia. Since it is recognized that there are inherent risks in equestrian activities which should be understood by participants therein and which are essentially impossible for the operators of equestrian businesses to eliminate, it is the purpose of this article to define those areas of responsibility and those affirmative acts for which the operators of equestrian businesses shall be liable for loss, damage or injury suffered by participants, and to further define those risks which the participants expressly assume and for which there can be no recovery.

§ 20-4-2. Definitions

In this article, unless a different meaning plainly is required:

(1) "Equestrian activity" means any sporting event or other activity involving a horse or horses, including, but not limited to:

(A) Shows, fairs, competitions, performances or parades;

(B) Any of the equine disciplines such as dressage, hunter and jumper shows, grand prix jumping, three day events, combined training, rodeos, driving, western games and hunting;

(C) Rides, trips or hunts;

(D) Riding classes, therapeutic riding programs, school and college sponsored classes and programs, or other classes in horsemanship;

(E) The boarding or keeping of horses; and

(F) Providing equipment or tack.

(2) "Horseman" or "operator of a horseman's business" means any individual, sole proprietorship, partnership, association, public or private corporation, in the United States or any federal agency, this state or any political subdivision of this state, and any other legal entity which engages, with or without compensation, in organizing, promoting, presenting or providing equestrian activities or in providing facilities for equestrian activities.

(3) "Horse" means each animal of the horse kind, in every class or breed of horses, and, without limitation or exception, all members of the genus *Equus* and family *Equidae*.

(4) "Participant" means any person using the services or facilities of a horseman so as to be directly involved in an equestrian activity.

§ 20-4-3. Duties of horsemen

Every horseman shall:

(1) Make reasonable and prudent efforts to determine the ability of a participant to safely engage in the equestrian activity, to determine the ability of the horse to behave safely with the participant, and to determine the ability of the participant to safely manage, care for and control the particular horse involved;

(2) Make known to any participant any dangerous traits or characteristics or any physical impairments or conditions related to a particular horse which is involved in the equestrian activity of which the horseman knows or through the exercise of due diligence could know;

(3) Make known to any participant any dangerous condition as to land or facilities under the lawful possession and control of the horseman of which the horseman knows or through the exercise of due diligence could know, by advising the participant in writing or by conspicuously posting warning signs upon the premises;

(4) In providing equipment or tack to a participant, make reasonable and prudent efforts to inspect such equipment or tack to assure that it is in proper working condition and safe for use in the equestrian activity;

(5) Prepare and present to each participant or prospective participant, for his or her inspection and signature, a statement which clearly and concisely explains the liability limitations, restrictions and responsibilities set forth in this article.

§ 20-4-4. Duties of participants

It is recognized that equestrian activities are hazardous to participants, regardless of all feasible safety measures which can be taken.

Each participant in an equestrian activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equestrian activity. Each participant shall have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equestrian activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equestrian activity, to heed all posted warnings, to perform equestrian activities only in an area or in facilities designated by the horseman and to refrain from acting in a manner which may cause or contribute to the injury of anyone. If while actually riding in an equestrian event, any participant collides with any object or person, except an obviously intoxicated person of whom the horseman is aware, or if the participant falls from the

horse or from a horse-drawn conveyance, the responsibility for such collision or fall shall be solely that of the participant or participants involved and not that of the horseman.

A participant involved in an accident shall not depart from the area or facility where the equestrian activity took place without leaving personal identification, including name and address, or without notifying the proper authorities, or without obtaining assistance when that person knows or reasonably should know that any other person involved in the accident is in need of medical or other assistance.

§ 20-4-5. Liability of horsemen

(a) A horseman shall be liable for injury, loss or damage caused by failure to follow the duties set forth in section three of this article where the violation of duty is causally related to the injury, loss or damage suffered. A horseman shall not be liable for any injury, loss or damage caused by the negligence of any person who is not an agent or employee of such horseman.

(b) A horseman shall be liable for acts or omissions which constitute gross negligence or willful and wanton conduct which is the proximate cause of injury to a participant.

(c) A horseman shall be liable for an intentional injury which he or she inflicts upon a participant.

(d) Every horseman shall carry public liability insurance in limits of no less than one hundred thousand dollars per person, three hundred thousand dollars per occurrence and ten thousand dollars for property damage.

§ 20-4-6. Liability of participants

Any participant shall be liable for injury, loss or damage resulting from violations of the duties set forth in section four of this article.

§ 20-4-7. Applicability of article

The provisions of this article do not apply to the horse racing industry that is regulated by the provisions of article twenty-three chapter nineteen of this code.
