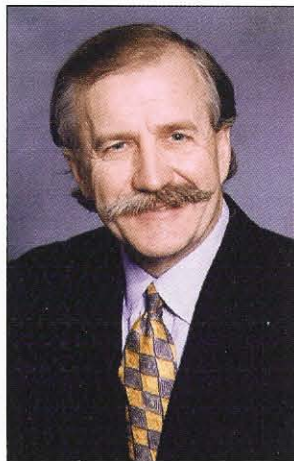


# equine liability statutes



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**A**T LAST COUNT, 44 STATES HAVE ENACTED SOME FORM OF EQUINE LIABILITY statute. The stated purpose of these statutes is to limit the liability of certain individuals and groups engaged in "equine related activities." The limitation of liability generally applies to the "inherent risks" of equine activity.

It is important to understand that although the equine liability statutes may limit your liability, they will not immunize you from liability. In other words, you may still be liable for certain acts or omissions, depending upon the circumstances. Generally speaking, these statutes limit liability for those risks that are unavoidable.

For example, the Texas statute includes the "unpredictability of an equine's reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal," among other things. On the other hand, most statutes would not provide limited liability for risks that are foreseeable and avoidable. Common examples include: knowingly providing faulty or defective equipment or tack, failure to make reasonable and prudent efforts to determine a participant's ability to safely manage the particular equine, or if the accident was caused by a dangerous latent defect of land for which warning signs, written notices or warnings were not conspicuously posted.

It would be a mistake to assume that all statutes are alike. They are not. Some states continue to hold the equine operator responsible for acts or omissions that constitute a negligent disregard for the participant's safety. Other states require willful or wanton disregard of the participant's safety to impose liability. Moreover, even states that have similar wording of their statutes can be interpreted differently, depending on the circumstances and case law of the state.

Even more difficult for the professional horseman is when he travels to different states with a horse. The owner or trainer may have fully complied with the requirements of his home state to limit his liability, but when he travels to another state, the rules may change significantly. Generally speaking, the laws of the state where the accident occurs will usually apply. So, if the requirements of the other state were not observed, there may not be the limited liability protection expected.

Most, but not all states require either a written notice or a posted sign to obtain the benefit of the statute. The written notice is usually required to be included in contracts or liability release forms. It is a good idea to use the precise words of the statute to get the full benefit of the law. Where posting of signs is required, it is best to place them in conspicuous places where they are likely to be seen by the affected people. Again, it is a good idea to use the precise words of the statute on the signs.

Although some states do not require any signs or written warnings, it may still be a good idea to use them in your operation. It doesn't cost much to post the signs and they may provide you with additional protection in the event of a claim or lawsuit. Often these signs can be purchased at the local feed or tack store. Once again, use the language of your state statute to ensure maximum benefit.

In sum, most limited liability laws will provide some level of protection for accidents that are caused by the unpredictability of horses, but they will not immunize you for your own negligence or the carelessness of your staff.

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