Equine Activity Liability Acts - Region 10
Arizona, Colorado, New Mexico, Utah, Wyoming.

Disclaimer -- This presentation and supporting material is not intended to take the place of legal advice on a specific matter nor to establish the attorney-client relationship. It is designed for informational and educational purposes. Participants are encouraged to seek legal counsel from an attorney properly licensed in his or her state and who regularly practices equine law in his or her state. Please be mindful that if you establish an attorney-client relationship, for legal advice and valid representation, all pertinent facts must be disclosed to your attorney.

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. 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 (see website) 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. Among other things, EALAs are designed to support the horse community by limiting liability from the inherent risks associated with horse activities, but do not offer complete immunity. Mishaps involving non-inherent risks fall outside the scope of the law – things like faulty tack or equipment, failing to properly match mount and rider, 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 47 states. The most recent was passed by Nevada in 2015, effective October 2015. Although the EALA was originally designed to be a uniform law, individual states adjusted and reworked the version that passed their individual state legislature. What passed in individual states was changed and modified before final passage to the extent that it no longer resembles a uniform law and one cannot rely on the version passed in one state to apply in another. Laws differ and must be carefully considered in each state to determine what application and immunity is available in that state. Liability assessment varies state by state and is primarily dependent on the specific language of the unique statute in each state. Before considering what protection is offered by an EALA in any particular state, one must closely read the version that passed 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 the various state statutes throughout the country, as well as some discussions regarding possible legal interpretations. For further reading on this subject please refer to the websites of *The American Horse Council, The American Equestrian Alliance, Equine Legal Solutions,* and numerous insurance websites that offer coverage for equine activities. Additional internet information is available by doing a search on "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.

All but 3 states (CA, MD, NY) have enacted some form of an EALA. Copies of the states' laws in this region are at the end of this outline. Because the state legislatures can change the law and regularly do so, 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 may 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 of The American Equestrian Alliance and animallaw.info.

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 limited immunity granted by the law.
3. Exceptions.
4. Requirements to invoke the limited immunity this could be signage, notices on contracts, wordings on releases, etc. Failure to comply with requirements and the law may not protect you!

III. Case Law

When a case is determined by a court, it becomes legal precedent and is binding on very specific facts and law. A case determined in one state may NOT be binding legal precedent in another state for many reasons. First, the <u>laws</u> 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 <u>facts</u> must be nearly 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 specific facts of the case, 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 for consideration hoping for a change in the result. The *Appellee* is in the position on appeal of defending the ruling of the lower court.

IV. **Some Interesting Cases**

Fun to read and can offer you some guidance but be very careful relying on the result if your law and facts differ in any way! There are several cases you can find with an online search. Enjoy the read!

Amburgey v. Sauder, 605 N.W. 2d 84, Michigan, (1999)

The 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. It was determined that by the express definition contained in the EALA, Amburgey was a "participant" who was "engaged in an equine activity" while touring the barn (Michigan 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 Michigan 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. 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 protections of the EALA and Amburgey was barred from recovery. This case contains an excellent judicial discussion regarding the strict interpretation of the actual words of the Michigan EALA as well as the purposes of the enactment of the EALA. It also, by footnote, cites the "penalty" imposed by the Alabama EALA for failure to post a sign; i.e. the law will not protect!

A similar horse bite case was determined in Connecticut under similar EALA. 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.

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 was standing 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 some of the training. Kangas was visiting the horse farm with her husband and was invited to ride on the sled. She chose her position on the sled and was caught off-guard while opening a beer. 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.

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, then Peyton rode the horse in Gamble's riding pen under Gamble's 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 horse 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.

Rider Gibson, on her own horse, suffered personal injuries when she fell from her horse after being chased by free-running dogs on a city-owned field. Gibson sued Donahue, the dog-owner, and the city. Donahue 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, of course, went out on immunity. This case is hilarious reading and worth the view!

Friedli v. Kerr, Tenn. App., not reported in S.W.3d, 2001 WL 177184, Tennessee.(2001)

The Friedli's were touring downtown Nashville in horse-drawn carriage owned by Kerr when a loud noise frightened the horse and the horse bolted. Ultimately, the Friedl's were dumped on the street, the horse broke free, and then went his usual route without the carriage, the driver, or the passengers. The Friedli's sued and Kerr claimed EALA. The trial court originally 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 Ct. of Appeals determined that this was a case of first impression and disagreed with the t/ct. The appeals court held that Kerr owed the Friedli's only an ordinary duty of care. The appeals court expressly reversed the t/ct's

judgment determining that Kerr should NOT be held to the same heightened duty expected of common carriers and operators of amusement rides and remanded for the t/ct to proceed consistent with that holding. Case made no final rulings whether the EALA applied. Costs were taxed to BOTH parties – giving rise to doubt and questions.

Stoffels v. Harmony Hill, 912 A. 2d 184, New Jersey (2006).

Plaintiff Stoffels was injured when she was thrown from a horse owned by Harmony Hills. T/ct initially ruled for defendant giving full coverage to the EALA. NJ Superior court held it was a case of first impression, that EALA clearly applied, however, not absolute immunity. Rider claimed on appeal 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. No further published opinion.

Snider v. Ft. Madison Rodeo, 2002 WL 570890, Iowa (2002) Unpublished opinion.

Plaintiff Snider crossed the street mid-parade and was injured by a pony in the parade. She sued the parade sponsor, the rodeo company. T/ct ruled against Snider and she appealed. The Court of Appeals in Iowa upheld that summary judgment 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 and therefore, the sponsor was not responsible for the injuries.

V. Take Away.

KNOW YOUR LAW! The law in someone else's state has no implication in your state! Discussion focusing on the comparative analysis of the laws in Region 10 -- Arizona, Colorado, New Mexico, Utah, Wyoming.

ARIZONA REVISED STATUTES

12-553. Limited liability of equine owners and owners of equine facilities; exception; definitions

A. An equine owner or an agent of an equine owner who regardless of consideration allows another person to take control of an equine is not liable for an injury to or the death of the person if:

1. The person has taken control of the equine from the owner or agent when the injury or death occurs.

2. The person or the parent or legal guardian of the person if the person is under eighteen years of age has signed a release before taking control of the equine.

3. The owner or agent has properly installed suitable tack or equipment or the person has personally tacked the equine with tack the person owned, leased or borrowed. If the

person has personally tacked the equine, the person assumes full responsibility for the suitability, installation and condition of the tack.

4. The owner or agent assigns the person to a suitable equine based on a reasonable interpretation of the person's representation of his skills, health and experience with and knowledge of equines.

B. Subsection A does not apply to an equine owner or agent of the equine owner who is grossly negligent or commits willful, wanton or intentional acts or omissions.

C. An owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine with or without the owner's permission is not liable for injury to or death of the equine or the rider or handler.

D. Subsection C does not apply to an owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine if either of the following applies:

1. The owner, lessor or agent knows or should know that a hazardous condition exists and the owner, lessor or agent fails to disclose the hazardous condition to a rider or handler of an equine.

2. The owner, lessor or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.

E. As used in this section:

1. "Equine" means a horse, pony, mule, donkey or ass.

2. "Release" means a document that a person signs before taking control of an equine from the owner or owner's agent and that acknowledges that the person is aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for his own safety and welfare and releases the equine owner or agent from liability unless the equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.

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COLORADO C.R.S. 13-21-119 *(*Some llama laws removed to condense handout.)*

13-21-119. Equine activities - llama activities - legislative declaration - exemption from civil liability

(1) The general assembly recognizes that persons who participate in equine activities or llama activities may incur injuries as a result of the risks involved in such activities. The

general assembly also finds that the state and its citizens derive numerous economic and personal benefits from such activities. It is, therefore, the intent of the general assembly to encourage equine activities and llama activities by limiting the civil liability of those involved in such activities.

(2) As used in this section, unless the context otherwise requires:

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

(a.5) "Engages in an equine activity" means riding, training, assisting in medical treatment of, driving, or being a passenger upon an equine, whether mounted or unmounted or any person assisting a participant or show management. 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 the equine activity.

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

(c) "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, 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, endurance trail riding and western games, and hunting;

(II) Equine training or teaching activities or both;

(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; and

(VI) Placing or replacing horseshoes on an equine.

(d) "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which

sponsors, organizes, or provides the facilities for, an equine activity, including but not limited to: Pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college- sponsored classes, programs and activities, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, ponyride strings, fairs, and arenas at which the activity is held.

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

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

(II) In renting equipment or tack to a participant.

(f) "Inherent risks of equine activities" and "inherent risks of llama activities" means those dangers or conditions which are an integral part of equine activities or llama activities, as the case may be, including, but not limited to:

(I) The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;

(II) The unpredictability of the animal'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;

(V) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

**(f.1) through (f.4) applying to llamas are removed to condense.*

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

(3) Except as provided in subsection (4) of this section, an equine activity sponsor, an equine professional, a llama activity sponsor, a llama professional, a doctor of veterinary medicine, or any other person, which shall include 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, or from the inherent risks of llama activities and, except as provided in subsection (4) of this section, no participant nor participant's representative shall make any claim against, maintain an action against, or recover from an equine activity sponsor, an equine professional, a llama activity sponsor, a llama professional, a doctor of veterinary medicine, or any other person for injury, loss, damage, or death of the

participant resulting from any of the inherent risks of equine activities or resulting from any of the inherent risks of llama activities.

(4) (a) This section shall not apply to the horse racing industry as regulated in article 60 of title 12, C.R.S.

(b) Nothing in subsection (3) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, a llama activity sponsor, a llama professional, or any other person if the equine activity sponsor, equine professional, llama activity sponsor, llama professional, or person:

(I) (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 did cause the injury; or

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

(II) 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 to the equine activity sponsor, equine professional, llama activity sponsor, llama professional, or person and for which warning signs have not been conspicuously posted;

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

(IV) Intentionally injures the participant.

(c) Nothing in subsection (3) of this section shall prevent or limit the liability of an equine activity sponsor, equine professional, llama activity sponsor, or llama professional:

(I) Under liability provisions as set forth in the products liability laws; or

(II) Under liability provisions in section 35-46-102, C.R.S.

(5) (a) Every equine professional shall post and maintain signs which contain the warning notice specified in paragraph (b) of this subsection (5). Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine professional conducts equine activities if such stables, corrals, or arenas are owned, managed, or controlled by the equine professional. The warning notice specified in paragraph (b) of this subsection (5) shall appear on the 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 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 business, shall contain in clearly readable print the warning notice specified in paragraph (b) of this subsection (5).

(b) The signs and contracts described in paragraph (a) of this subsection (5) shall contain the following warning notice:

WARNING
Under Colorado Law, 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, pursuant to section 13-21-119, Colorado Revised Statutes.

**(6) (a) Every llama professional shall post and maintain signs (….. similar to equine law here …. Removed to condense)*

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NEW MEXICO STATUTES ANNOTATED § 42-13-2 through § 42-13-5

§ 42-13-2. Legislative purpose and findings

The legislature recognizes that persons who participate in or observe equine activities may incur injuries as a result of the numerous inherent risks involved in such activities. The legislature also finds that the state and its citizens derive numerous personal and economic benefits from such activities. It is the purpose of the legislature to encourage owners, trainers, operators and promoters to sponsor or engage in equine activities by providing that no person shall recover for injuries resulting from the risks related to the behavior of equine animals while engaged in any equine activities.

§ 42-13-3. Definitions

As used in the Equine Liability Act [42-13-1 to 42-13-5 NMSA 1978]:

A. "equine" means a horse, pony, mule, donkey or hinny;

B. "equine activities" means:

(1) equine shows, fairs, competitions, rodeos, gymkhana, performances or parades that involve any or all breeds of equines and any of the equine disciplines;

(2) training or teaching activities;

(3) boarding equines;

(4) riding an equine belonging to another whether or not the owner has received some monetary consideration or other thing of equivalent value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect or evaluate the equine;

(5) rides, shows, clinics, trips, hunts or other equine occasions of any type, however informal or impromptu, connected with any equine or nonequine group or club; and

(6) equine racing;

C. "behavior of equine animals" means the propensity of an equine animal to kick, bite, shy, buck, stumble, bolt, rear, trample, be unpredictable or collide with other animals, objects or persons; and

D. "rider" means a person, whether amateur or professional, who is engaged in an equine activity.

§ 42-13-4. Limitation on liability

A. No person, corporation or partnership is liable for personal injuries to or for the death of a rider that may occur as a result of the behavior of equine animals while engaged in any equine activities.

B. No person, corporation or partnership shall make any claim against, maintain any action against or recover from a rider, operator, owner, trainer or promoter for injury, loss or damage resulting from equine behavior unless the acts or omissions of the rider, owner, operator, trainer or promoter constitute negligence.

C. Nothing in the Equine Liability Act [42-13-1 to 42-13-5 NMSA 1978] shall be construed to prevent or limit the liability of the operator, owner, trainer or promoter of an equine activity who:

(1) provided the equipment or tack, and knew or should have known that the equipment or tack was faulty and an injury was the proximate result of the faulty condition of the equipment or tack;

(2) provided the equine and failed to make reasonable and prudent efforts to determine the ability of the rider to:

(a) engage safely in the equine activity; or

(b) safely manage the particular equine based on the rider's representations of his ability;

(3) owns, leases, rents or otherwise is in lawful possession and control of the land or facilities upon which a rider sustained injuries because of a dangerous condition that was known to the operator, owner, trainer or promoter of the equine activity;

(4) committed an act or omission that constitutes conscious or reckless disregard for the safety of a rider and an injury was the proximate result of that act or omission; or

(5) intentionally injures a rider.

§ 42-13-5. Posting of notice

Operators, owners, trainers and promoters of equine activities or equine facilities, including but not limited to stables, clubhouses, ponyride strings, fairs and arenas, and persons engaged in instructing or renting equine animals shall post clearly visible signs at one or more prominent locations that shall include a warning regarding the inherent risks of the equine activity and the limitations on liability of the operator, owner, trainer or promoter.

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UTAH CODE ANNOTATED § 78-27b-101 and § 78-27b-102.

§ 78-27b-101. Definitions

As used in this chapter:

(1) "Equine" means any member of the equine family.

(2) "Equine activity" means:

(a) equine shows, fairs, competitions, performances, racing, sales, or parades that involve any breeds of equines and any equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, multiple-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, hunting, endurance trail riding, and western games;

(b) boarding or training equines;

(c) teaching persons equestrian skills;

(d) riding, inspecting, or evaluating an equine owned by another person regardless of whether the owner receives monetary or other valuable consideration;

(e) riding, inspecting, or evaluating an equine by a prospective purchaser; or

(f) other equine activities of any type including rides, trips, hunts, or informal or spontaneous activities sponsored by an equine activity sponsor.

(3) "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether operating for profit or as a nonprofit entity, which sponsors, organizes, or provides facilities for an equine activity, including:

(a) pony clubs, hunt clubs, riding clubs, 4-H programs, therapeutic riding programs, and public and private schools and post secondary educational institutions that sponsor equine activities; and

(b) operators, instructors, and promoters of equine facilities, stables, clubhouses, ponyride strings, fairs, and arenas.

(4) "Equine professional" means a person compensated for an equine activity by:

(a) instructing a participant;

(b) renting to a participant an equine to ride, drive, or be a passenger upon the equine; or

(c) renting equine equipment or tack to a participant.

(5) "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, regardless of whether a fee has been paid to participate.

(6) (a) "Person engaged in an equine activity" means a person who rides, trains, leads, drives, or works with an equine.

(b) Subsection (a) does not include a spectator at an equine activity or a participant at an equine activity who does not ride, train, lead, or drive an equine.

§ 78-27b-102. Equine activity liability limitations

(1) An equine activity sponsor or equine professional is not liable for an injury to or the death of a participant engaged in an equine activity, unless the sponsor or professional:

(a) (i) provided the equipment or tack; and

(ii) the equipment or tack caused the injury;

(b) (i) provided the equine; and

(ii) failed to make reasonable and prudent efforts to determine whether:

(A) the participant could engage safely in the equine activity and safely manage the particular equine; or

(B) the equine could behave safely with the participant;

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

(d) (i) commits an act or omission that constitutes negligence, gross negligence, or willful or wanton disregard for the safety of the participant; and (ii) that act or omission causes the injury; or

(e) intentionally injures or causes the injury to the participant.

(2) This chapter does not prevent or limit the liability of an equine activity sponsor or an equine professional who is:

(a) a veterinarian licensed under Title 58, Chapter 28, in an action to recover for damages incurred in the course of providing professional treatment of an equine;

(b) liable under Title 4, Chapter 25, Estrays and Trespassing Animals; or

(c) liable under Title 78, Chapter 15, Product Liability Act.

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WYOMING STATUTES ANNOTATED Wyo. Stat. § 1-1-121 through 123.

§ 1-1-121. Recreation Safety Act; short title

This act shall be known and may be cited as the "Recreation Safety Act".

§ 1-1-122. Definitions

(a) As used in this act:

(i) "Inherent risk" means any risk that is characteristic of or intrinsic to any sport or recreational opportunity and which cannot reasonably be eliminated, altered or controlled;

(ii) "Provider" means any person or governmental entity which for profit or otherwise, offers or conducts a sport or recreational opportunity. This act does not apply to a cause of action based upon the design or manufacture of sport or recreational equipment or products or safety equipment used incidental to or required by the sport or recreational opportunity;

(iii) "Sport or recreational opportunity" means commonly understood sporting activities including baseball, softball, football, soccer, basketball, swimming, hockey, dude ranching, nordic or alpine skiing, mountain climbing, river floating, hunting, fishing,

backcountry trips, horseback riding and any other equine activity, snowmobiling and similar recreational opportunities;

(iv) "Equine activity" means:

(A) Equine shows, fairs, competitions, performances or parades that involve any or all breeds of equines;

(B) Any of the equine disciplines;

(C) Equine training or teaching activities, or both;

(D) Boarding equines;

(E) 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;

(F) Rides, trips, hunts or other equine activities of any type however informal or impromptu;

(G) Day use rental riding, riding associated with a dude ranch or riding associated with outfitted pack trips; and

(H) Placing or replacing horseshoes on an equine.

(v) "Inherent risks" with regard to equine activities or horseback riding means those dangers or conditions which are an integral part of equine activities or horseback riding;

(vi) "This act" means W.S. 1-1-121 through 1-1-123.

§ 1-1-123. Assumption of risk

(a) Any person who takes part in any sport or recreational opportunity assumes the inherent risk of injury and all legal responsibility for damage, injury or death to himself or other persons or property that results from the inherent risks in that sport or recreational opportunity.

(b) A provider of any sport or recreational opportunity is not required to eliminate, alter or control the inherent risks within the particular sport or recreational opportunity.

(c) Actions based upon negligence of the provider not caused by an inherent risk of the sport or recreational opportunity shall be preserved pursuant to W.S. 1-1-109.

********** END **********