[CHAPTER 663B]
EQUINE ACTIVITIES

Section

663B-1 Definitions
663B-2 Equine activities; rebuttable presumption

Cross References

Liability of animal owners, see §663-9.

" **[§663B-1] Definitions.** As used in this [chapter], unless the context otherwise requires:

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

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

"Equine activity" means:

(1) 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;

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

(3) Boarding equines;

(4) 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;

(5) Rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; and

(6) Placing or replacing horseshoes on an equine.

"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.

"Equine professional" means a person engaged for compensation 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 in renting equipment or tack to a participant.

"Inherent risks of equine activities" means those dangers or conditions which are an integral part of equine activities, including, but not limited to:

(1) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them;
(2) The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
(3) Certain hazards such as surface and subsurface conditions;
(4) Collisions with other equines or objects; and
(5) 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 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. [L 1994, c 249, pt of §1]

" **[§663B-2] Equine activities; rebuttable presumption.** (a) In any civil action for injury, loss, damage, or death of a participant, there shall be a presumption that the injury, loss, damage, or death was not caused by the negligence of an equine activity sponsor, equine professional, or their employees or agents, if the injury, loss, damage, or death was caused solely by the inherent risk and unpredictable nature of the equine. An injured person or their legal representative may rebut the presumption of no negligence by a preponderance of the evidence.

(b) Nothing in this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or their employees or agents if the equine activity sponsor, equine professional, or person:

(1) Provided the equipment or tack, and knew or should have known that the equipment or tack was faulty, and the equipment or tack was a proximate cause of the injury;
(2) 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;

or determine the ability of the participant to safely manage the particular equine based on the participant's representations of the participant's ability; or determine the characteristics of the particular equine and suitability of the equine to participate in equine activities with the participant; or failed to reasonably supervise the equine activities and such failure is a proximate cause of the injury;

(3) 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 reasonably should have been known to the equine activity sponsor, equine professional, or person, or for which reasonable warning signs have not been conspicuously posted;

(4) Commits an act or omission that constitutes gross negligence or wilful or wanton disregard for the safety of the participant, and that act or omission caused the injury; or

(5) Intentionally injures the participant.

(c) Nothing in subsection (a) shall prevent or limit the liability of an equine activity sponsor or an equine professional under liability provisions as set forth in the products liability laws or in sections 142-63, 142-64, 142-65, 142-66, and 142-68. [L 1994, c 249, pt of §1]

Revision Note

Subsection (c) redesignated pursuant to §23G-15.

Case Notes

If plaintiff's claims that ranch tour guide failed to reasonably supervise the equine activities that were the proximate cause of plaintiff's injury were correct, the presumption of non-negligence set forth in this section would not apply; thus it was error for trial court to apply this section to the case. 111 H. 254, 141 P.3d 427 (2006).