

## What's Your Sign?



Exposure to liability is the foremost concern that persons involved in equestrian activities or business enterprises express to lawyers. Concerns about being sued are probably followed closely by concerns that open spaces for equestrian activities are being encroached upon by development. In an increasingly litigious world, we should have a healthy concern about liability. But being overly fearful about equine activity liability is probably unwarranted, at least in the vast majority of states which offer some statutory protections. An ounce of prevention is worth a pound of cure, but there's more to limiting your liability than just posting a sign.

There are two categories of laws that affect liability for injuries or damage incurred by equestrians. The first category is written specifically to address liability concerns around horses, in an effort to promote the numerous economic and personal benefits from equine activities.

The second is to encourage land owners to grant equestrians and other recreational users access to their land without inheriting an increased level of liability.

As for the first category, most equestrians have heard of laws limiting the liability of equine professionals and event organizers, commonly referred to as equine activity liability laws. Unfortunately, there is much misinformation about what these laws actually do and what they don't. They are generally designed to limit, and not eliminate, the liability of equine professionals, event organizers, and others in case of injury or death resulting from the risks inherent in participating in equestrian activities.

The vast majority of states have adopted some form of equine activity liability laws. Most commonly, some laws provide limited immunity, while others provide a bar to suit. Most equine limited liability laws exclude racing activities

from the protection of the statute, almost all require posting of very specifically worded notices, and some require the execution of a release form. Because there is no uniformity among the various state laws, equestrians need to educate themselves as to the terms of the law in their state. In Colorado, the law provides a limited statutory defense for negligent conduct, as some inherent risks are involved in equine activities. The Colorado law provides that an equine professional shall post warning signs and any written contracts shall also contain the warning. Colorado Revised Statute § 13-21-119 contains the exact requirements of the warning. Signs can be ordered through the Colorado Horse Council at [www.cohoco.com/liability\\_signs.htm](http://www.cohoco.com/liability_signs.htm). Equine professionals should ensure that any contracts also include the proper warning.

Even when the signs and contracts contain the required warning, an equine