



American Insurance Specialists

United States Equine Statutes and Participant Liability Insurance Exclusions

Standard health and mainstream insurance companies exclude accident coverage for high-risk sports like rodeo events because the predictability and extreme severity of injuries break the fundamental business model of traditional insurance. Mainstream carriers rely on broad risk pools where the premiums of many healthy individuals cover the rare accidents of a few. In extreme sports, injuries are not a rare possibility—they are a mathematical certainty. To protect themselves from unsustainable financial losses, traditional carriers write specific "hazardous activities" or "sports participant" exclusions into their standard.

US Equine Activity Liability Acts (EALAs) protect venues and event promoters by shifting the legal and financial burden of unavoidable horse-related accidents onto the participants. Currently enacted in 48 states (all except California and Maryland), these statutes establish that promoters and venue owners cannot be held liable for injuries resulting from the "inherent risks" of equine activities.

The Core Protections Provided to Promoters and Venues

- **Defense Against Ordinary Negligence:** If a horse throws a rider because it was spooked by a sudden noise, a gust of wind, or another animal, the statute classifies this as an inherent risk. Promoters can use the statute to get frivolous ordinary negligence lawsuits dismissed early in court
- **Shifted Burden of Risk:** The law legally codifies that by choosing to ride, handle, or compete near horses, participants automatically accept the unpredictable nature of the animal.
- **Commercial Viability and Insurance Access:** Without these statutory liability limits, commercial insurance for equine events would be completely unaffordable or unavailable.
- **Spectator Inclusion (In Select States):** In some state jurisdictions, the statutory protections extend past active riders to lump spectators in under the same limited liability rules if they wander near equine activity areas.

Strict Requirements Promoters Must Follow to Qualify

- **Mandatory Wording in Contracts:** Promoters must include the exact, verbatim statutory warning language required by their specific state law on all event entry forms, registration sheets, and liability waivers.

- Physical Warning Signs: Venues must post highly visible warning signs containing the exact state-mandated statutory text near arenas, stables, and main gates. Missing signs can instantly invalidate a promoter's statutory protection in a lawsuit.
- State equine statutes will not protect a venue or promoter if the injury was caused by fault of the operator rather than the nature of the animal. Intentionally ignoring obvious safety protocols, acting with a reckless disregard for human life, or serving alcohol to participants.

If you are planning an event and need to know the exact signage and waiver language required by your specific state.

Visit American Equestrian Alliance at <https://www.americanquestrian.com/equinelaws/> for more equine statute information. If you are planning an event and need to know the exact signage and waiver language required by your specific state, visit the updated state laws via the [Animal Legal & Historical Center Map](#).