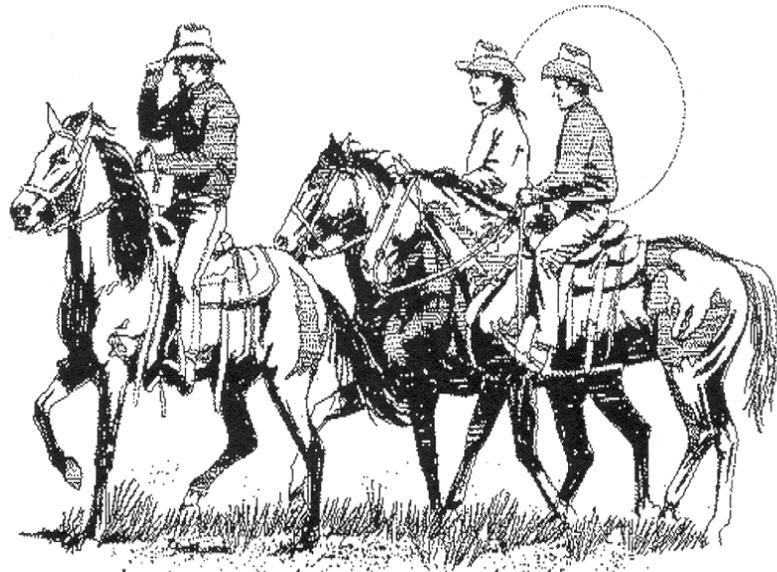


# Handbook for Ranchers & Farmers



## Equestrian Trail Riding as an Alternative Agricultural Enterprise



## INTRODUCTION

In the spring of 1999, representatives from Texas Equestrian Trail Riders Association (TETRA), Texas Agricultural Extension Service (TAEX), Texas Farm Bureau (TFB) and Texas Southwest Cattle Raisers' Association (TSCRA) came together to discuss the needs of Texas equestrians and Texas ranchers. The groups' goal was to determine if a collaborative strategy could be developed which would address the concerns of trail riders, ranchers and farmers. The concerns we discussed were:

- depressed status of agriculture
- limited amount of public land available for equestrian trail riding
- limited awareness by urban Texans regarding the agricultural story in Texas
- growing number of Texans interested in equestrian trail riding
- fascination by non-ranchers with the ranching life style
- need for alternative sources of income to enable ranchers to maintain their life style

The outcome of these discussions was the creation of the Ranch Based Trail Ride Task Force.

The role of the task force was to develop demonstration ranch-based trail rides and to collect information to explore trail riding as an alternative enterprise for Texas ranchers and farmers. The task force scheduled four rides in the fall of 1999:

- *Miller Ranch*, Marfa, Texas, October 1, 2, 3
- *Southland Land & Cattle Company Ranch*, Kaufman, Texas, October 15,16, 17
- *Walnut Creek Ranch*, Water Valley, Texas, November 26, 27, 28
- *33 Ranch*, Kenedy, Texas, December 10, 11, 12

Through the development of these rides, the task force learned a lot. This handbook is the task force's attempt to provide this information to interested farmers and ranchers. It looks at what we found to be the relevant issues.

**Initial Considerations** - Questions which will help interested persons better understand about a ranch-based trail ride.

**Liability Issues** - Rancher/farmer liability is discussed and strategies are presented.

**Survey Findings** - Information gathered from the ride attendees.

**Helpful Contacts** - Organizations that can help ranchers/farmers get started.

**Concluding Thoughts** - Some ideas to help ranchers/farmers decide how to get started.

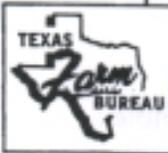
**Examples** - Literature which was developed for the demonstration rides.

Ranch-based trail rides are certainly not the complete answer to address all the concerns the task force identified. Trail rides are an economically viable option for some ranchers/farmers and will provide additional riding options for equestrians throughout Texas.

Through our year of working together, the task force was able to attain some goals which went beyond the scope of the project. We saw that individuals, with seemingly divergent needs, can get together and listen to each other. Through these discussions we many times determined that under our surface differences there were very similar values, in this case, a love of the Texas ranching tradition and a love of Texas horses.

It is our belief that if you decide to have a trail ride on your ranch, you will have a similar discovery with the riders you meet.

# RANCHERS & Riders OF TEXAS



We have come together to offer Texans the opportunity to experience our wonderful ranches from the back of a horse.

## TASK FORCE MEMBERS

**Craig Brubaker – Task Force Chairman**

**Susan Breed – TETRA**

**Lonnie Bradshaw – TETRA**

**Matt Jauer – TFB and TSCRA**

**Ned Meister – TFB**

**Butch Davis – TSCRA**

**Doug Householder – TAEX**

**Scott Shafer – TAEX**

**Bruce Carpenter - TAEX**

**Judon Fambrough – Texas Real Estate Center**

## CONSIDERATIONS

When considering putting on a trail ride, there are a number of questions which need to be answered. By answering these questions, you will get a better idea of all that is involved in conducting a ride as well as decide how you specifically will design your ranch ride.

**RANCH:** These questions all relate to issues you need to consider concerning your ranch.

1. How many acres are available for trail riding (minimum of 1,000 for weekend ride)?
2. Are there existing trails or will trails need to be made or marked?
3. Is there a campsite that is fairly easily accessible and level?
4. Can the campsite be used if it rains?
5. How many campers will the campsite hold?
6. Will toilet facilities be made available to riders?
7. Is there water available for humans and horses?
8. Are there electrical hook-ups available to campers?
9. Is the access road cleared and graded flat enough so that smaller vehicles won't be "high centered" or larger vehicles (RV's) impeded by trees or brush?
10. How can horses be restrained overnight, i.e. tied to trees, existing pens or corrals, tied to trailers?
11. Will riders or horses be allowed to swim in tanks or rivers?
12. Should the campsite be shredded or mosquito sprayed for comfort ahead of time?
13. What times of year are most suitable and enjoyable for trail riding in your area?
14. Are wagons welcome/appropriate for the terrain?
15. Are there motels, entertainment or shops nearby?
16. Is lodging available on the property?
17. What unique qualities does the property have to offer, i.e. historic, wildlife, etc.?

18. What type of educational program could be provided, i.e. horsemanship, wildlife, historic, etc.?

**FOOD:** Many rides provide food. These are some issues to consider in making that decision for your ride.

1. Will any food be served?
2. Who will cook the food?
3. Who will serve the food?
4. What will the food cost you?
5. What will you charge for the meals?
6. Is it mandatory or may riders, “on a budget”, provide their own food and get a reduced rate?
7. Will beer and alcohol be allowed on the trails and/or in camp?
8. Are there trash receptacles available near the eating areas?
9. Will tables and chairs be provided?
10. Is there shade, i.e. trees, a tent awning, a shelter, available at the dining area?
11. Will cold drinks be provided at “pop breaks” along the trail?

**RIDE MANAGEMENT:** This is the most time consuming part of any ride. These considerations will help you start to get a picture of the amount of work involved.

1. Who will organize the ride? I.e. rancher, club representative, independent organizer?
2. When will the ride begin and end? (Most rides open Friday afternoon and close Sunday afternoon.)
3. Are signs posted to help riders find camp areas?
4. Will written ride rules be provided to each rider?
5. What horse papers will be required? (All riders must, at a minimum, provide Coggins papers.)
6. Who will provide final answers in case of disputes?
7. Who will be trail bosses and scouts?

8. Will fees be refunded if ride is cancelled due to rain?
9. Will everyone ride together or can people choose to ride unattended?
10. Is a ranch map available/necessary?
11. Will separate trail boss be provided for riders with faster gaited type horses?
12. Will certain areas of the ranch be off limits?
13. Who will restricted/hazardous areas be marked?
14. Who will collect many and signed releases?
15. Who will prepare and serve food?
16. Who will be parking director?
17. Who will check horse papers?
18. Who will be on site clean-up crew?
19. Will dogs be allowed?
20. How many riders and/or wagons can be handled on the ride?
21. What local resources are available?  
Locations and phone numbers for:
  - Motels
  - Health services
  - Emergency services
  - Veterinary services
  - Cowboy minister
  - Unique visitor attractions
  - Gas stations, propane
22. Will there be quiet hours, i.e. 10:00 PM to 7:00 AM?
23. Will there be a special camping area for those who want to run generators?
24. Will lighting or electrical hookups be provided in any part of the camping area?
25. Will there be a special policy regarding studs?

**COSTS:** The pricing of any new service is a difficult question to answer. Based upon our demonstration rides, we developed these considerations.

1. How much will it cost to ride? (\$35 per horse, no meals; \$75 per rider, 6 meals)
2. Can children under a certain age participate for a reduced rate?
3. Will advance reservations/deposits be required?
4. What is the policy on refunds after a certain date?
5. What is the policy on refunds if weather forces cancellation?
6. Will riders be permitted to participate on a daily basis or must they pay for the entire period? If daily, how will you know who has paid for today/all, i.e. badges, hospital bracelets, etc?
7. Will any part of the cost be donated to charity or to the specific horse rider organization?

**MARKETING:** Obviously, if you have decided to put on a ride, you need to let trail riders know about it. These recommendations outline an inexpensive marketing plan which will get you started.

1. Print an attractive flyer which will:
  - a. Describe the unique qualities of the ranch and any unusual activities, i.e. river, beautiful views, singing, story telling.
  - b. Include a phone number to call if riders have questions. E-mail is also helpful, and cheap.
  - c. Answer all the basic questions, what, when, why, how much.
  - d. List all restrictions, i.e. dogs, alcohol, age limits.
2. Send the flyer to target markets.
  - a. Contact trail riding clubs to get mailing lists, i.e. TETRA, local riding clubs, sheriffs' posse.
  - b. Contact trail riding publications, i.e. Texas Trails, Trail Riders Journal, Trail Riders Magazine (this is generally free).
  - c. Post flyer at local feed stores, co-ops, extension offices.
3. Contact all local publications, i.e. newspapers, horse newsletters, and ask them if they will list your ride and if they would like to do an article.
4. Conduct all marketing at least one month in advance, earlier if possible.

## LIABILITY ISSUES

The popularity of equine activities and events has reached an all-time high in Texas.

With any activity, equine related or not, comes associated risks and liabilities. Participants face the risk of personal injuries from animals, other participants as well as -premise defects. Merchants face possible liability from equipment failure as well as their rented animals injuring participants and spectators. Finally, sponsors and landowners furnishing the facilities and land for the events, face potential liability for harm to participants and spectators injured by animals, premise defects, to name a few.

If Texas legislators had not passed laws protecting merchants, sponsors and landowners, the popularity of equine activities may not have risen to its current level in this state. This section presents a brief overview of the case law and statutory law regarding the associated risks and liabilities.

### **Participants Injuring Participants**

As to the issue of participants injuring other participants at an equine event, only recently has Texas appellate cases addressed the topic. The first case involved golf, the second softball and the third barrel racing. In each case, the courts held that any person who voluntarily agrees to participate in the sporting event waives their right to sue for any foreseeable injury they incur. No Texas statutes address the issue, only case law.

### **Merchants' Liability**

Texas statutes do address the issue of merchants' liability for equipment failure and rented animal injuring participants. In 1995, Texas legislators enacted Chapter 87 of the Texas Civil Practices and Remedies Code. The statute encourages equine activities by limiting the liability of those who sponsor or permit equine events.

More precisely, the statute provided that "any person, including an equine sponsor or an *equine professional*, is not liable for property damage or damages arising from the personal injury or death of a participant if the property damage, injury or death results from the dangers or conditions that are inherent risk of equine activity."

The statute is chock full of definitions of the key words and terms. Without belaboring each, please refer to the article entitled "Statutory Limitations for Equine Activities" attached at the end of this paper. Of interest, though, note that "equine animals" includes horses, ponies, donkeys and hinnies.

The statute defines an "equine professional" as a person, who for compensation:

- instructs a participant or rents to a participant an equine animal for the purpose of riding, driving or being a passenger on the equine animal or
- rents equipment or tack to a participant.

The limited liability is not automatic, though. The equine professional must clearly and visibly post and maintain prescribed warning signs on or near stables, corrals or arenas that they manage or control. The same warning must be written clearly into every contract in which the professionals enter with participants for professional services; instructions; or rental of equipment, tack or an equine animal regardless of where the equine activity occurs.

The warning must read as follows:

### **Warning**

**Under Texas law (Chapter 87, Civil Practice and Remedies Code), 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.**

*(These signs are available at your local Farm Bureau office.)*

However, merchants and instructors are not protected if they provide equipment or tack that they know or should have known was faulty or did not determine a participant's ability to safely manage an animal.

### **Sponsors' Liability**

Sponsors of equine events also receive the statutory protection, but without the need of posting the required warning just described. The statute defines "equine activity sponsors" as:

- a person or group who sponsors, organizes or provides the facilities for an equine activity, including equine facilities for a pony club, 4-H club, hunt club, riding club, therapeutic riding program, high school or college class, program or activity without regard to whether the person operates for profit or
- an operator of, instructor at, or promoter for equine facilities, including a stable, clubhouse, pony ride string, fair or arena where an equine activity is held.

There are exceptions to coverage for sponsors. The statute requires sponsors (and landowners) to post warning signs or to provide written or

verbal warnings of known dangerous latent conditions of the land they own, lease or control.

### **Liability to Spectators**

Chapter 87 does not cover any injury, harm or death to a spectator at an equine activity or event. The only exception is when the spectator is in an unauthorized area in the immediate proximity to the equine activity. For this reason, either or both waivers and liability insurance, discussed later, may need to be used for protection.

### **Landowners' Liability**

The last person in the chain of liability is the landowner. The term "landowner" or "property owner" is not mentioned in Chapter 87 while the definition of a sponsor includes the person or group who **provides the facilities** for an equine activity. The definition of sponsors also includes **an operator** of a stable, clubhouse, pony ride string, fair or arena. The word ("owner" is non-existent.

Obviously, the landowner receives limited, but not blanket protection from "certain land conditions and hazards, including surface and subsurface conditions." However, the statute never mentions which of the *certain* conditions are covered. Likewise, the list of activities not covered by the statute include dangerous latent conditions of the land if known and not disclosed by the person who owned, leased or otherwise controlled the property. Evidently, the *certain* conditions covered are those dangerous conditions *unknown* to the landowner, operator or sponsor.

Landowners allowing or sponsoring equine events may wish to look to another statute, Chapter 75 of the Texas Civil Practices and Remedies Code, for supplemental protection. The only problem with Chapter 75 is that equine activities are not explicitly mentioned.

### **Landowners' Common Law Duty**

To understand the importance of Chapter 75, landowners must grasp their common law duty to persons on their property.

A landowner's liability (or responsibility) for the safety of anyone on the property depends on the legal classification of the person at the time of injury. There are four categories: an *invitee*, a *licensee*, a *trespasser* and a *child under the attractive nuisance doctrine*. Theoretically, participants and spectators could fit in any one of these.

Fee-paying participants and spectators at equine events are classified as invitees. Landowners have a legal duty to keep the premises safe for the invitee's protection. To accomplish this the landowner must give adequate

and timely notice of concealed or latent perils (dangerous conditions) that are personally known or that a reasonable inspection would reveal. Injuries caused by dangerous conditions that are apparent or that could be revealed by reasonable inspection are the landowner's responsibility, but comparative negligence lessens the liability to the extent invitees contribute to their own injuries for failing to be on the lookout.

Nonpaying participants and spectators with permission to enter are classified as licensees. Landowners have 'a legal duty to warn them of known dangerous conditions or to make the conditions reasonably safe.

This requirement parallels the requirement under Chapter 87 where notice of known dangerous latent defects must be disclosed. No inspection is required. Again, comparative negligence lessens the liability to the extent licensees contribute to their own injuries for failing to be on the lookout.

Participants and spectators who enter without permission are classified as trespassers. The landowner owes them no legal duty. The law prohibits the landowner from willfully or wantonly injuring them except in self-defense or when protecting property. The landowner is liable for gross negligence or for acts done with malicious intent or in bad faith.

Trespassing children are protected by the attractive nuisance doctrine. An attractive nuisance exists when: the trespassing child is not accompanied by an adult; the child is too young to appreciate or realize a dangerous condition; the location of the dangerous condition is one that the landowner knew or should have known children frequent; and the utility of maintaining the condition is slight compared to the probability of injury to children. The landowner may avoid liability if any one of these conditions is missing.

### **Recreational Guests (Chapter 75)**

To encourage landowners to allow recreational guests on their property, Texas legislators enacted Chapter 75 of the Texas Civil Practices and Remedies Code. The statute reduces a qualifying landowner's duty of care to recreational guests, whether invitees or licensees, to that of a trespasser.

The primary problem faced by landowners for equine activities is the statutory definition of recreational guests. It does not specifically mention equine activities and events nor address the status of spectators at recreational events.

Section 75.001 (3) defines the term "recreational purposes" to include hunting, fishing, swimming, boating, camping, picnicking, hiking, pleasure driving, nature study (including bird-watching), cave exploration, water- skiing and other water sports, or any other activity associated with enjoying nature or the outdoors. In all probability, certain, if not all, equine activities

would fall under any *other activity associated with enjoying nature or the outdoors*. But, it does not explicitly say so.

To qualify, the place where the recreational activity (equine event) occurs must be on agricultural land. This means any land located in this state suitable for use in production of-

- plants and fruits grown for human or animal consumption or for . fibers, floriculture, viticulture, horticulture or seeds,
- forests and trees for lumber, fiber or other items used for industrial, commercial or personal consumption or
- domestic or native farm or ranch animals kept for use or profit.

As long as the participants enter for recreational purposes on agricultural land, and as long as the landowner's total charges during the previous calendar year for all entries do not exceed four times the total amount of ad valorem taxes imposed on the land during the same period, the landowner owes the recreational guests no greater duty than that of a trespasser. Furthermore, the landowner is not responsible for any injury to a person or property caused by the recreational guest while on the property.

If the fee limit is exceeded, the landowner owes all recreational guests the common-law duty owed an invitee or licensee with one exception. The trespassory degree of care is preserved if the landowner on agricultural land has minimum amounts of liability insurance coverage. These amounts are \$500,000 for each person, \$1 million for each single occurrence of bodily injury or death and \$1 00,000 for each single occurrence for injury to or destruction of property.

Landowners achieve two advantages by having the minimum amounts of liability insurance. First, the trespassory degree of care continues to participants when charges exceed four times the amount of the ad valorem taxes. Second the stipulated amounts of liability coverage serve to cap the landowner's liability if sued for an act or omission relating to the premises. (*Seepage 1 5*)

If the fee limit is exceeded without the minimum liability coverage in effect, then the landowner faces the degree of care owed to either an invitee or licensee, whichever the case may be. The amount charged has no effect on the attractive nuisance doctrine.

### **Landowners' Options for Limiting Liability**

What, then, are landowners' alternatives for limiting liability? **First**, to avail themselves of the benefits of Chapter 75, landowners may charge no more than four times the amount of ad valorem taxes imposed on the agricultural land or twice the amount of ad valorem taxes on non-agricultural

land. (*Seepage 15.*) This may not be a viable option for large-scale operations or where agricultural-use or open space valuation is taken.

Landowners who charge more than four times the amount of the ad valorem taxes may purchase liability insurance according to the specified minimum amounts depending on whether the activity is conducted on agricultural or non-agricultural land.

**Second**, to take advantage of any benefits under Chapter 87, landowners and sponsors may post the appropriate warning on their property and include the same warning in all their contracts. Arguable, this warning protects merchants only but is important if the landowner or sponsors rent animals or equipment to participants. Also, landowners must still warn all participants verbally, in writing or by signs of known dangerous latent conditions of the land under Chapter 87.

**Third**, the landowner can do as the law dictates: inspect the property routinely and either warn the participants and spectators of the dangerous conditions or make the conditions safe. This may be difficult because conditions change rapidly. Notifying all participants and spectators of a dangerous condition may prove impossible.

**Fourth**, the landowner may require the participants or sponsors to purchase and assign a liability insurance policy to the landowner covering the landowner's liability to the participants and possibly spectators. The minimum coverage should equal or exceed the limits mentioned earlier. However, the premiums may cause the entry price to become prohibitive, especially on non-agricultural land where no amount of liability insurance caps the landowner's or sponsor's liability. (*Seepage 15.*)

**Fifth**, the landowner and sponsors may secure waivers from the participants and possibly spectators, releasing the landowner and sponsors from liability. A waiver is defined as the intentional relinquishment of a known right. To be effective, the release provision must meet certain standards.

For instance, the agreement must be based on an offer and acceptance between parties who have equal bargaining power. For this reason, a recent Texas appellate court ruled that parents cannot release, in advance, a minor's right to recover for personal injuries caused by the negligence of another (*Munoz v. IHaz Inc. d/b/a Physical Whimsical*, 863 S. W. 2d 207 [1993]).

The agreement for the release must be based on consideration, but it need not be monetary. The agreement in exchange for the right to participate or view an equine activity or event may be sufficient.

The Texas Supreme Court has added three more requirements for an effective waiver agreement. First, the provision must state that the participant or spectator indemnities (releases) the landowner and/or sponsor

from any acts arising "from the landowner's or sponsor's negligence." This is sometimes referred to as the Express Negligence Doctrine (*Ethyl Corp. v. Daniel Const. Co.*, 725 S. W. 2d 705 [Tx. S. Ct. 1987]).

Second, the written contract must give the participants or spectators fair notice of the release provision. The fair-notice principle focuses on the appearance and placement of the provision, not its content. However, the fair-notice requirement is -not necessary if the landowner or sponsor can prove the participant or spectator had actual notice or knowledge of the provision (*Spense & Howe Constr. Co. v. Gu@'Oil Corp.*, 365 S. W. 2d 631 [Tx. S. Ct., 1963]).

Third, the release provisions must be conspicuous. The element of "conspicuousness" is tied to the previous "fair-notice" requirement. Basically, the release provision must be conspicuous enough to give the participants or spectators fair notice of its existence (*Dresser Industries, Inc. v. Page Petroleum, Inc.*, 853 S. W. 2d 505 [Tx. S. Ct. 1993]).

How "conspicuous" is conspicuous? No absolute answer can be given. However, the following suggestions may be useful.

- Make the written provision noticeable.
- Emphasize the entire paragraph - not just a portion. Better still, place the waiver at the end of the contract on a separate sheet of paper.
- Use headings but not misleading ones. Italicize the headings.
- Ask the participants and spectators to initial the waiver provisions of the contract or sign the page if placed on a separate sheet.

For some protection from the attractive nuisance doctrine, the landowner or sponsors agreement may require all children to be accompanied by an adult at all times.

If the waiver form is used, it may meet the requirement under Chapter 87 of providing written notice of known dangerous latent conditions of the land. Consequently, the form could serve two functions.

A waiver form for hunters was presented by the late Dan Patton, an attorney with Morrill, Patton and Bauer in Beeville, Texas, at the 13<sup>h</sup> Advanced Real Estate Law Course sponsored by the Texas State Bar in 1991. The form has been tailored to equine activities and events and is included at the end of this paper. The form is not endorsed by Mr. Patton, the speaker, sponsors of this seminar, the Texas Real Estate Center or Texas A&M.

This section was written by Judon Fambrough, Senior Lecturer, Attorney at Law, Texas Real Estate Center, Texas A&M University.

## **CATEGORIES OF LAND AND LIMITED LIABILITY UNDER CHAPTER 75**

Chapter 75 divides land and liability into three categories. It is important to understand each category with equine activities or events because the property on which the event occurs may or may not be agricultural land and equine activities and events may or may not be classified as recreational purposes.

The broadest protection is given to agricultural land used for recreational purposes. Landowners, lessees and occupants owe invitees and licensees no greater duty than owed trespassers until total charges exceed four times the ad valorem (property) taxes. Then, the minimum amounts of liability insurance are needed to cap liability and to preserve the trespassory degree of care.

Limited protection is give to non-agricultural land used for recreational purposes. (This category could include stables, arenas, etc.) Landowners, lessees and occupants owe invitees (not licensees) no greater care than owed trespassers until the total charges exceeds twice the amount of ad valorem (property) taxes. Then, no amount of liability insurance will cap the landowner's, lessee's or occupant's liability nor preserve the trespassory degree of care.

Finally, maximum liability coverage is extended to agricultural land used for non-recreational purposes as long as \$1 million liability insurance is in place for each single occurrence of bodily injury or property damage.

Obviously, all landowners, sponsors, lessees and occupants would like for all equine activities and events to be classified as a "recreational use" on agricultural land to ensure coverage under Chapter 75.

It is unclear whether viewing a recreational event as a spectator makes the spectator a recreational guest under Chapter 75. Arguments can be made either way. No Texas appellate cases address the question.

A Reprint from *Tierra Grande*, the Real Estate Center journal

# Statutory Limitations for Equine Activities

By Judon Fambrough

Effective September 1, 1995, the Texas Legislature enacted a new statute that encourages equine activities by limiting the liability of those who sponsor or permit such events as parades, trail drives or shows. More precisely, the statute provides that "any person, including an *equine sponsor* or an *equine professional*, is not liable for property damage or damages arising from the personal injury or death of a *participant* if the property damage, injury, or death result from the dangers or conditions that are an *inherent risk of equine activity*. . ." (Chapter 87 of the Texas Civil Practices and Remedies Code). The statute lists *inherent risks* as:

- the animal's tendency to behave in ways that cause personal injury or death;
- the animal's unpredictable reaction to sound, sudden movement or unfamiliar object, person or other animal;
- certain land conditions and hazards, including surface and subsurface conditions;
- collision with another animal or object; or
- a participant's negligent actions that cause injury to themselves or others when they fail to control the animal or to act within their ability.

Definitions-which comprise half of the statute-are critical for understanding the new law. For instance, the term *equine animal* includes a horse, pony, mule, donkey or hinny.

An *equine activity* includes:

- an equine animal show, fair, competition, performance or parade that involves any breed of equine animal and any equine discipline, including dressage, hunter and jumper horse shows, grande prix jumping, three-day events, combined training, driving, pulling, cutting, polo, steeple chasing, English and Western performance riding, endurance trail riding, Western games and hunting;
- equine training or teaching activities;
- boarding equine animals;
- riding, inspecting or evaluating an equine animal belonging to another, whether or not with compensation to the owner;
- informal equine activity, including a ride, trip or hunt that is sponsored by an equine activity sponsor;
- permitting a prospective purchaser of the equine animal to ride, inspect or evaluate the equine animal;
- sponsoring an informal equine activity, including a ride, trip or hunt;
- placing or replacing horseshoes on an equine animal; or
- rodeos and single-event competitions, including team roping, calf roping and single steer roping & whether or not the participants are compensated.

An *equine activity sponsor* means:

- a person or group who sponsors, organizes or provides the facilities for an equine activity,

including equine facilities for a pony club, 4-H club, hunt club, riding club, therapeutic riding program, high school or college class program or activity without regard to whether the person operates for profit or

- an operator of, instructor at, or promoter for equine facilities, including a stable, clubhouse, pony ride string, fair or arena where an equine activity is held.

An *equine professional* means a person who for compensation:

- instructs a participant or rents to a participant an equine animal for the purpose of riding, driving or being a passenger on the equine animal or
- rents equipment or tack to a participant.

A *participant* means a person who *engages in an equine activity* regardless of whether the person is an amateur or professional or whether the person pays for the activity or participates in the activity for free.

*Engages in an equine activity* means riding, handling, training, driving, assisting in the medical treatment of, being a passenger on or assisting a participant or sponsor with an equine animal. The term includes management of a show involving equine animals. The term does not include being a spectator at an equine activity unless the spectator is in an unauthorized area and in immediate proximity to the equine activity.

Certain exceptions and limitations apply. Liability for property damage continues when it arises from a participant's personal injury or death when the person, sponsor or professional:

- provided faulty equipment or tack to the participant, and they knew or should have known it was faulty;
- did not determine the participant's abilities to safely manage an equine animal before providing one;
- did not post warning signs or provide written notices or verbal warnings of dangerous latent conditions of the land if they knew of the conditions and they owned, leased or otherwise controlled the property;
- injured a participant by an act or omission with willful or wanton disregard for the participant's safety; or
- intentionally injured or killed someone.

Finally, equine professionals who want to claim the statutory limitations must clearly and visibly post and maintain prescribed warning signs on or near stables, corrals or arenas that they manage or control. The same warning must be written clearly into every contract the professionals enter with participants for professional services, instructions or rental of equipment, tack or an equine animal regardless of where the equine activity occurs.

The warning must read as follows:

### Warning

**Under Texas law (Chapter 87, Civil Practice and Remedies Code), 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.**

*Fambrough is an attorney, member of the State Bar of Texas and senior lecturer with the Real Estate Center at Texas A&M University.*

# Sample

## RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS OF EQUINE ACTIVITIES AND EVENTS

I, the undersigned participant, hereby acknowledge that I have knowingly and willingly entered an Agreement, or become a party bound by the terms and conditions of an Agreement for an equine activity or event by and between the Sponsors and Landowners, namely \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_. I understand the terms, provisions and conditions of the Agreement for the equine activity or event, its warnings and agree to abide by its terms, provisions and conditions.

I further acknowledge and understand that no warranty, either express or implied, is made by the Sponsors or Landowners as to the condition of the property or the facilities where the activity or event is to be held (hereinafter the premises) located in \_\_\_\_\_ County, Texas, or of any roads, trails, buildings, gates, fences, pens or other facilities or improvements located thereon. This document serves to warn me that dangerous conditions, risks and hazards do exist. My presence and activities on the premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects, spiders, buildings, barns, arenas and other improvements, whether or not owned or erected by Sponsors or Landowners; erosion and general condition of the land, both on and off road roadways or senderos, creating rough, hazardous and dangerous driving, riding and walking conditions; animals, both wild and domestic that may be diseased and/or potentially dangerous; deep water, and the use of vehicles. I hereby state that I am aware of these facts and expressly assume all such dangers, risks and hazards associated with them and agree to hold the Sponsors and Landowners harmless from these conditions whether or not caused by the Sponsors' or Landowners' negligence.

In consideration for the right to enter the premises, and to participate in the equine activity or event, I hereby release and agree to protect, indemnify and hold harmless the Sponsors, Landowners and their respective assignees, heirs, agents, employees and contractors from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the premises and any improvements located thereon, whether or not caused by the Sponsors' or Landowners' negligence. This release applies during the time that I am permitted on the premises. I hereby further covenant and agree that my heirs, successors, assigns and I will not make any claim or institute any suit or action at law or in equity against the Sponsors, Landowners or their respective assignees, heirs, agents, representatives, employees, successors or contractors by reason of conditions of the premises or activities occurring thereon, whether or not caused by the Sponsors' or Landowners' negligence.

As used in this release, the terms *I, my person and myself* include minors in my care while on the premises. I agree to accompany my minor children at all times while on the premises to prevent and avoid any possible imposition of the Attractive Nuisance Doctrine against the Sponsors or Landowners.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Participant's Signature)

\_\_\_\_\_  
(Participant's Printed Name)

Participant's Address: \_\_\_\_\_  
\_\_\_\_\_

The late Dean Patton, an attorney with Morrill, Patton and Bauer in Beeville, Texas, presented this waiver form at the 13th Advanced Real Estate Course sponsored by the Texas State Bar in 1991. It has been edited by the Real Estate Center at Texas A&M University and tailored to equine activities and events. It is offered as a sample only.

## SURVEY FINDINGS

At each of the ranch rides, the riders were asked to fill out a questionnaire. The following summarized these results.

The average rider:

- has been trail riding for 13 years
- attends 12 trail rides a year
- drives 200 miles to participate in trail rides
- spends 2 nights away from home per ride
- owns 3 or fewer horses
- classifies themselves as an "intermediate" rider
- is 50 years old
- has graduated from high school and taken some college classes

When asked what would make a good ranch to ride on, these were the most frequent responses:

- Scenery and views
- Water crossings
- Challenging/varied/hilly trails
- Safety

When asked what would make a good trail ride, these were the most frequent responses:

- Good food
- Access to water for horses in camp area and on trail
- Rest room facilities
- Water and electrical hookups
- Evening entertainment, i.e. bonfire, singing, dancing
- Good parking and setup areas

# HELPFUL CONTACTS

## ASSOCIATIONS

### T.E.T.R.A.

Lisa Bowers, President  
10927 FM 1565  
Terrill, Texas 75160  
972-524-4203  
*lisabowers@usa.net*

### Texas Farm Bureau

P.O. Box 2689  
Waco, Texas 76702-2689  
254-751-2457

### Texas Southwest Cattle Raisers' Association

1301 W. 7TH  
Ft. Worth, Texas 76102-9934  
817-332-7064

### Texas A&M University System

Extension Horse Specialist Office  
Department of Animal Science  
2471 TAMU  
College Station, Texas 77843-2471  
409-845-1562

## MEDIA

### Texas Trailriding Homepage

*www.texastrailriding.com*

### Texas Trails

791 Speegle Road  
Waco, Texas 78712  
254-848-4656  
*txtrails@mail.hot.net*

### Texas Trailriders Journal

3400 Mesa Court  
Flower Mound, Texas  
817-491-1554  
*TxTrlTdr@aoLcom*

### Trail Rider Magazine

P.O. Box 5089  
Alexandria, Louisiana 71307  
318-448-2234  
*trailmag@centuryinter.net*  
*www.trailridermagazine.com*

## CONCLUDING THOUGHTS

If you have reached this point of the handbook and your interest is aroused, you should consider joining TETRA as a ranch family member. The \$20.00 you spend will be well worth it. Through their newsletter, you will start to get to know more about trail riding. You will also learn about trail riding opportunities in your area. It is very important that you go on or visit a trail ride before you ever decide to put one on yourself.

Ranch-based trail riding is not for every rancher. It is an activity which can take a lot of time and involves you with a lot of people. If you enjoy having friends visit your ranch and would like to expand that idea to a money making venture, trail riding might be for you.

An initial low-cost way to test the waters is to ask some of the local TETRA members if they would like to come to your ranch for a ride. Guide the riders through your ranch for a couple of hours and then sit down for some honest conversation and iced tea.

An agricultural enterprise fits every ranch. It is only through careful consideration that successful mix of business activities can be created. We hope this handbook has helped you to evaluate trail riding as an alternative income source.

## **EXAMPLES**

**RANCH DESCRIPTION**

**RANCH MAP**

**FLYER**

**RELEASE FORM**

**RIDE RULES**

# 33 RANCH

KENEDY, TEXAS

**RIDE THE BANKS, BLUFFS AND HILLS OF THE SAN ANTONIO RIVER VALLEY**

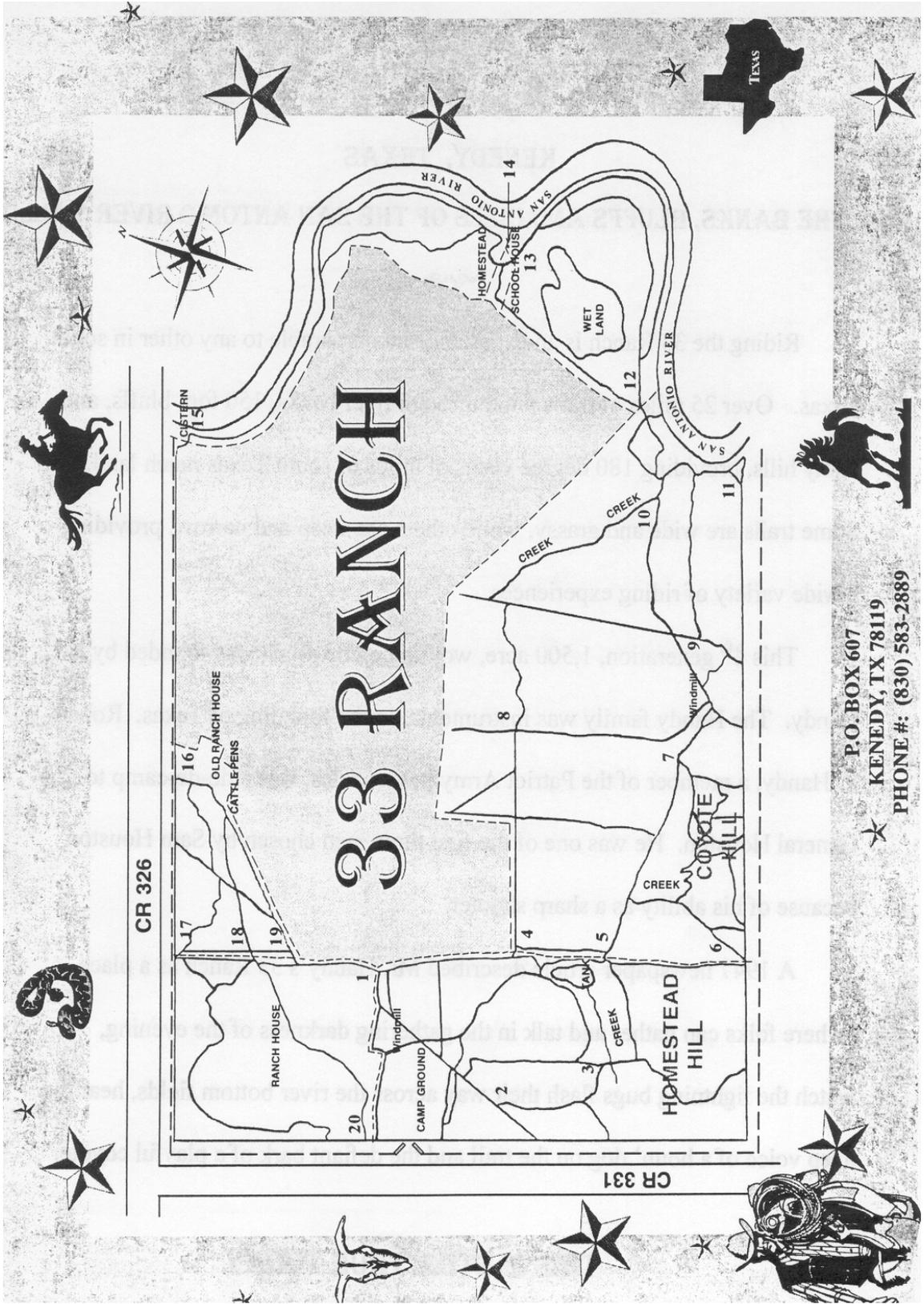


Riding the 33 Ranch is an experience incomparable to any other in south Texas. Over 25 miles of trails wind through river banks, 150 foot bluffs, and many hills, providing 180 degree vistas of miles of south Texas ranch land. Some trails are wide and grassy, while others are steep and narrow, providing a wide variety of riding experiences.

This 4<sup>th</sup> generation, 1,500 acre, working cattle ranch was founded by K.L. Handy. The Handy family was instrumental in the founding of Texas. Robert E. Handy, a member of the Patriot Army in Gonzales, was aide-de-camp to General Houston. He was one of the first three men chosen by Sam Houston because of his ability as a sharp shooter.

A 1947 newspaper article described Mr. Handy's 33 Ranch as a place "where folks can gather and talk in the gathering darkness of the evening, watch the lightning bugs flash their way across the river bottom fields, hear the deep voice of a houn' dog on the trail and the defiant bark of a playful coyote."

**THIS IS STILL TRUE TODAY**



# 33 RANCH

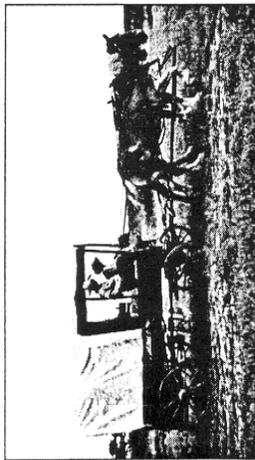
CR 326

CR 331

P.O. BOX 607  
KENEDY, TX 78119  
PHONE #: (830) 583-2889

# The Real River Walk

The working farm and cattle ranch east of Kenedy, TX to the west banks of the San Antonio River, since the early 1880's has been 33 RANCH. In 1936, during the Great Depression, K.L. Handy purchased the part of this ranch known as the 33 RANCH river farm. The ranch today is still run by Mr. Handy's granddaughter raising cattle, horses, and some crops.



Come ride the banks, bluffs and hills of the San Antonio River Valley, an experience uncomparable to any other in South Texas. Over 25 miles of trails wind through river banks, 150 foot bluffs, and many hills, providing 180 degree vistas of miles of South Texas ranch land.

On Saturday, TSCRA staff will provide all interested riders with training regarding their Horse Identification Program (H.I.P.), including freeze branding and safety demonstrations. Riders will also have the opportunity to participate in a Stock Horse of Texas (S.H.O.T.) horsemanship clinic.



If you want to ride on a South Texas Cattle Ranch, have family fun, and go home a better and safer horseman don't miss this ride.  
For more information & reservations, call:

**33 RANCH**  
830-583-2889

## Ride Schedule

**Friday** ..... Check-in  
6:00 ..... Supper

**Saturday**

6:30 ..... Cattle Call  
6:30 - 7:30 ..... Breakfast  
8:30 ..... Ride Out  
12:00 - 1:30 ..... Lunch  
1:00 - 5:00 ..... TSCRA (H.I.P)  
1:00 - 5:00 ..... S.H.O.T Clinic  
1:30 ..... Ride Out  
6:00 - 7:30 ..... Supper  
7:30 ..... Camp Fire/Entertainment



### Sunday

6:30 ..... Cattle Call  
6:30 - 7:30 ..... Breakfast  
8:30 ..... Cowboy Church  
& Ride Out  
12:00 - 1:30 ..... Lunch  
Have a safe trip home.  
Hope you had a great time.

## Costs

(Including 6 meals) \$55  
Children 7 - 12 \$40  
Children 6 and under \$15  
S.H.O.T Clinic - \$10

**LIMIT 100 RIDERS**

# 33 RANCH

## RELEASE OF LIABILITY AND ACKNOWLEDGMENT AND ACCEPTANCE OF DANGERS, RISKS AND HAZARDS OF TRAIL RIDING ON THE PREMISES

I, the Rider and undersigned, hereby acknowledge that I have knowingly and willingly entered a Trail Riding Agreement, or become a party bound by the terms and conditions of the Trail Riding Agreement by and between the Rancher and Sponsor, 33 Ranch,, and \_\_\_\_\_, dated \_\_\_\_\_. I understand the terms, provisions and conditions of Trail Riding Agreement, its warnings and agree to abide by its terms, provisions and conditions.

I further acknowledge and understand that no warranty, either express or implied, is made by the Sponsors as to the condition of the property (hereinafter the leased premises) located in Karnes County, Texas, or of any roads, trails, buildings, gates or other improvements located thereon. This document serves to warn me that dangerous conditions, risks and hazards do exist. My presence and activities on the leased premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to poisonous snakes, insects and spiders; buildings, barns and improvements, whether or not erected by Sponsors; erosion and general condition of the land, both on and off roadways or senderos; creating rough, hazardous and dangerous driving, riding and walking conditions; animals both wild and domestic that may be diseased an/or potentially dangerous; deep water; and the use of vehicles. I hereby state that I am aware of these facts and expressly assume all such dangers, risks and hazards associated with them and agree to hold the Sponsors harmless from these conditions whether or not caused by the Sponsors' negligence.

In consideration for the right to enter the leased premises, I hereby release and agree to protect, indemnify and hold harmless the Sponsors and his or her respective heirs, agents, employees and assigns from and against any and all claims, demands, causes or action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the leased premises and any improvements located thereon, whether or not caused by the Sponsors' negligence. This release applies during the time that I am permitted on the leased premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against the Sponsors or his or her respective heirs, agents, representatives, employees, successors or assigns by reason of conditions of the leased premises or activities occurring thereon, whether or not caused by the Sponsors' negligence.

As used in this release, the terms, *I, my person* and *myself* include minors in my care while on the leased premises. I agree to accompany my minor children at all times while on the leased premises to prevent and avoid any possible imposition of the Attractive Nuisance Doctrine against the Sponsors.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Rider's Signature

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address (if different from above) \_\_\_\_\_

E Mail Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

In the event of an emergency, contact the person listed below:

Name \_\_\_\_\_

Relationship \_\_\_\_\_ Phone \_\_\_\_\_

Name(s) of minor members of my family participating in the event:

\_\_\_\_\_ Relationship \_\_\_\_\_ D.O.B. \_\_\_\_\_

\_\_\_\_\_ Relationship \_\_\_\_\_ D.O.B. \_\_\_\_\_

TETRA  YES

Coggins \_\_\_\_\_

NO

# 33 RANCH

## SCHEDULE

### FRIDAY

NOON .....	Check-in
6:30 P.M. - 7:30 P.M. ....	Dinner
7:30 P.M. ....	Campfire
	<i>33 RANCH RADIO THEATRE</i>
8:00 P.M. ....	Wagon Rides

### SATURDAY

6:30 A.M. ....	Cattle Call
6:30 A.M. - 7:30 A.M. ....	Breakfast
8:15 A.M. ....	Safety Meeting
8:30 A.M. ....	Ride Out
12:00 (NOON) - 1:00 P.M. ....	Lunch
1:00 P.M. - 2:00 P.M. ....	TSCRA (H.I.P.)
2:00 P.M. - 2:30 P.M. ....	SHOT Demonstration
3:00 P.M. ....	Ride Out
6:00 P.M. - 7:00 P.M. ....	Supper
7:00 P.M. ....	Campfire
	<i>COWBOY STORYTELLER &amp; MUSIC</i>

### SUNDAY

6:30 A.M. ....	Cattle Call
6:30 A.M. - 7:30 A.M. ....	Breakfast
8:30 A.M. ....	Cowboy Church
	Ride Out
12:00 (NOON) - 1:00 P.M. ....	Lunch

HAVE A SAFE TRIP HOME.

## RULES

1. Practice good conduct and good manners
2. Respect the land and landowners request
3. Respect others
4. No Alcohol on trail
5. Zero tolerance for drunks or drugs
6. No disorderly conduct
7. Coggins paper will be checked on each animal in order to comply with all state and federal rules.
8. No dogs on trail
9. Kicking horses must have red ribbons
10. No unattended or uncontrollable horses will be allowed
11. Firearms are prohibited
12. Camp Area & Trails must be left clean
13. No playing of loud music
14. No swimming allowed
15. All riders must upon entering **33 Ranch**
  - present current coggins papers
  - read and sign liability form
  - pay fees