

The SCA Equestrian Marshal's Guide to Adult Equestrian Liability Waivers and Signage in the 50 States December 2017 update

State legislatures have passed laws that offer some lawsuit protection to equine activity sponsors and equine professionals. In order to protect the SCA, the Board of Directors asked for legal research to develop waivers that would sufficiently invoke the new statutes to provide more protection for the SCA from lawsuits arising out of injuries or death in equine activities. The law requires that participants in equestrian activities be fully informed of the inherent risks of equine activities before they can knowingly and intelligently surrender their right to sue for an injury or death resulting from an equine activity.

These Equestrian waivers are to be used at any SCA event in which Equestrian activities are held or such animals are present. They include the standard event waiver language and will be signed by everyone attending the SCA event. Signing a second, separate waiver is no longer necessary. The Equestrian Marshal in Charge (EMIC) should sign each roster as acknowledgement of rider authorization and waiver submission.

Many of the states that require waivers also require the posting of warning signs using specific language, size/typeset, and quantity. These signs can be easily made and only a few need to be posted at the required areas. Once the signs are made, with the addition of a weatherproof covering, these signs can be re-used many times through the years. For states that have no special protection laws, use the Standard Society Waiver and signage.

These forms and signage language inform the potential participant of the inherent risks of equine activities and releases the activity sponsor from liability for harm, placing the risk upon the participant for accidents and other inherent risks of equine activity. No waiver can protect against intentional or reckless acts, but the mere accidents can have protection of the new laws.

SOCIETY FOR CREATIVE ANACHRONISM, INC.
P.O. Box 360789, Milpitas, California 95036-0789. Tel (408) 263-9305. Fax (408) 263-0641

Society Standard Liability Form

NOTICE OF INHERENT RISKS: Equines have the propensity to behave in ways that may result in injury, harm or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; are susceptible to certain hazards such as surface or subsurface conditions, collisions with other equines or objects; propensities include kicking, biting, stamping, stumbling, rearing, and others; tack equipment can fail resulting in falling or loss of control; and activities have 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 equine or not acting within the participant's ability. Equine activities are INHERENTLY DANGEROUS. YOU ASSUME THE RISK FOR INJURY OR DEATH.

**WAIVER AND INFORMED CONSENT TO PARTICIPATE AND RELEASE LIABILITY IN SCA
ACTIVITIES WHICH MAY INCLUDE EQUESTRIAN ACTIVITIES**

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It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors, and assigns. I understand that the SCA does NOT provide any insurance coverage for my person or my property. I acknowledge that I am responsible for my safety, my own health care needs, and for the protection of my property. I have read the statements in this document. I agree with its terms and have voluntarily signed it. I understand that this document is complete unto itself and that any oral promises or representations made to me concerning this document and/or its terms are not binding upon the SCA, its officers, agents, and/or employees.

**I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS
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Legal Name (Please Print), Legal Signature, Date EqMIC _____ EVENT _____ DATE _____

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State of Alaska Liability Form

The Equine Activity Liability laws of the State of Alaska, as may be amended from time to time, NOTICE OF INHERENT RISKS: Equines have the propensity to behave in ways that may result in injury, harm or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; are susceptible to certain hazards such as surface or subsurface conditions, collisions with other equines or objects; propensities include kicking, biting, stamping, stumbling, rearing, and others; tack equipment can fail resulting in falling or loss of control; and activities have 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 equine or not acting within the participant's ability. Equine activities are INHERENTLY DANGEROUS. YOU ASSUME THE RISK FOR INJURY OR DEATH.

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State of Delaware Liability Form

The Equine Activity Liability laws of the State of Delaware, as may be amended from time to time, Title 10 Chapter 81 § 8140, state among its statutory provisions that “WARNING: Under Delaware 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 10 Delaware Code §8140.”

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State of Georgia Liability Form

The Equine Activity Liability laws of the State of Georgia, as may be amended from time to time, §4-12-4, state among its statutory provisions that, "WARNING: Under Georgia law, an equine activity sponsor or 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 Chapter 12 of Title 4 of the Official Code of Georgia Annotated."

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State of Idaho Liability Form

The Equine Activity Liability laws of the State of Idaho, as may be amended from time to time, Title 6 Chapter 18 §6-1801, state among its statutory provisions that “Except as provided in subsections (2) and (3) of this section, an equine activity sponsor or an equine professional shall not be liable for any injury to or the death of a participant or equine engaged in an equine activity.”

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State of Iowa Liability Form

The Equine Activity Liability laws of the State of Iowa, as may be amended from time to time, § 673.3, state among its statutory provisions: "Warning: Under Iowa Law, a domesticated animal professional is not liable for damages suffered by, an injury to, or the death of a participant resulting from the INHERENT RISKS of domesticated animal activities, pursuant to Iowa Code Chapter 673. You are assuming the inherent risks of participating in this domesticated animal activity. A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting. The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities."

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State of Kansas Liability Form

The Equine Activity Liability laws of the State of Kansas, as may be amended from time to time, § 60-4004, state among its statutory provisions that “WARNING: Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity. Inherent risks of domestic animal activities include, but shall not be limited to: (1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; (2) the unpredictability of a domestic animal'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 domestic animals 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 domestic animal or not acting within such participant's ability.”

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State of Massachusetts Liability Form

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State of Minnesota Liability Form

The Livestock Activity Liability laws of the State of Minnesota, as may be amended from time to time, Ch. 604A.12 Subdivision 1, requires the following notice: NOTICE OF INHERENT RISKS: "Inherent risks of livestock activities" means dangers or conditions that are an integral part of livestock activities, including: (1) the propensity of livestock to behave in ways that may result in death or injury to persons on or around them, such as kicking, biting, bucking, or charging; (2) the unpredictability of livestock's reaction to things like sound, sudden movement, unfamiliar objects, persons, or other animals; (3) natural hazards such as surface or subsurface conditions; or (4) collisions with other livestock or objects. "Livestock" means cattle, sheep, swine, horses, ponies, donkeys, mules, hinnies, goats, buffalo, llamas, or poultry.

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Legal Name (Please Print), Legal Signature, Date EqMIC _____ EVENT _____ DATE _____

SOCIETY FOR CREATIVE ANACHRONISM, INC.
P.O. Box 360789, Milpitas, California 95036-0789. Tel (408) 263-9305. Fax (408) 263-0641

State of Nebraska Liability Form

The Equine Activity Liability laws of the State of Nebraska, as may be amended from time to time, § 25-21,253, state among its statutory provisions that “WARNING: Under Nebraska 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 sections 25-21,249 to 25-21,253.”

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State of Nevada Liability Form

The Equine Activity Liability laws of the State of Nevada, as may be amended from time to time, § 41.519, participants shall act in a safe and responsible manner when engaged in an equine activity and know and are aware of the inherent risks of that activity: **NOTICE OF INHERENT RISKS:** "Inherent risk of an equine activity" means a danger or condition that is an essential part of an equine activity, including, without limitation: (1) The propensity of an equine to behave in a manner that may result in injury or death to a person who is on or near the equine; (2) The unpredictable reaction of an equine to sounds, sudden movements or unfamiliar objects, persons or other animals; (3) A hazardous surface or subsurface or other hazardous condition; (4) A collision with another animal or object; and (5) The failure of a participant to maintain control of an equine or to engage safely in an equine activity.

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State of New Hampshire Liability Form

The Equine Activity Liability laws of the State of New Hampshire, as may be amended from time to time, § 508:19, state among its statutory provisions that an equine activity sponsor or 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 the Equine Activities Liability Protection Act.

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State of New Mexico Liability Form

The Equine Activity Liability laws of the State of New Mexico, as may be amended from time to time, § 42-13-4, requires the following Notice of Inherent Risks: "WARNING: Under New Mexico law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act."

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State of North Carolina Liability Form

The Equine Activity Liability laws of the State of North Carolina, as may be amended from time to time, § 99E-3, require this notice: "WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes."

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P.O. Box 360789, Milpitas, California 95036-0789. Tel (408) 263-9305. Fax (408) 263-0641

State of Ohio Liability Form

The Equine Activity Liability laws of the State of Ohio, as may be amended from time to time, §2305.321, state among its statutory provisions that “An equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity.”

NOTICE OF INHERENT RISKS: Equines have (a) The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (b) The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (c) subject to hazards, including, but not limited to, surface or subsurface conditions; (d) A collision with another equine, another animal, a person, or an object; (e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

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State of Oregon Liability Form

The Equine Activity Liability laws of the State of Oregon, as may be amended from time to time, Ch. 30.691, state among its statutory provisions that “Except as provided in subsection (2) of this section and in ORS 30.693, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine and, except as provided in subsection (2) of this section and ORS 30.693, no participant or participant’s representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine.”

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State of Utah Liability Form

The Equine Activity Liability laws of the State of Utah, as may be amended from time to time, § 78B-4-203, state: “WARNING: An equine activity sponsor or 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. “Inherent risk” with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include: (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) 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.”

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Legal Name (Please Print), Legal Signature, Date EqMIC _____ EVENT _____ DATE _____

State of Virginia Liability Form

The Equine Activity Liability laws of the State of Virginia, as may be amended from time to time, Va. Code Ann. § 3.2-6200 - 6203, state among its statutory provisions that , "Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine'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; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability." Except as provided in § 3.2-6203, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in § 3.2-6203, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities."

**WAIVER AND INFORMED CONSENT TO PARTICIPATE AND RELEASE LIABILITY IN SCA
ACTIVITIES WHICH MAY INCLUDE EQUESTRIAN ACTIVITIES**

I, the undersigned, do hereby state that I wish to participate in activities sponsored by the Society for Creative Anachronism, Inc., affiliated organizations, and subsidiaries (hereafter collectively the "SCA"), which may include being present at or participating in, however slight, equestrian activities at events held by the SCA.

The SCA has rules which govern and may restrict the activities in which I can participate. These rules include, but are not limited to: Corpora, Corporate Policies and By-Laws, officer handbooks, the various kingdom laws, and the rules for combat and equestrian related activities. I agree to be bound by the rules of the SCA and any site that an SCA event is held at. I acknowledge that I am fully aware of the nature, purpose, and risks of these activities of the SCA (including equine activities). I further acknowledge that these activities are VOLUNTARY and that I do not have to participate unless I choose to do so. I understand that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved, including risk of injury to myself or damage to my property. The SCA makes no representations or claims as to the condition or safety of land, structures, or surroundings, whether or not owned, leased, or maintained by the SCA.

I agree to obey the directions of the marshals and other governing officials of SCA activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to the dispute resolution procedures set forth in Corpora or any handbooks promulgated by the SCA.

In exchange for allowing me to participate in these SCA activities and events, I agree to release from liability, agree to indemnify and hold harmless the SCA, and any SCA agent, officer, or SCA employee acting within the scope of their duties, for any injury to my person or damage to my property, even if the same may have been contributed to or occasioned by the negligence of the above.

It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors, and assigns. I understand that the SCA does NOT provide any insurance coverage for my person or my property. I acknowledge that I am responsible for my safety, my own health care needs, and for the protection of my property. I have read the statements in this document. I agree with its terms and have voluntarily signed it. I understand that this document is complete unto itself and that any oral promises or representations made to me concerning this document and/or its terms are not binding upon the SCA, its officers, agents, and/or employees.

**I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS
RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL
KNOWLEDGE OF ITS MEANING AND SIGNFICANCE.**

Legal Name (Please Print), Legal Signature, Date EqMIC _____ EVENT _____ DATE _____

SOCIETY FOR CREATIVE ANACHRONISM, INC.
P.O. Box 360789. Milpitas, California 95036-0789. Tel (408) 263-9305. Fax (408) 263-0641

State of West Virginia Liability Form

The Equine Activity Liability laws of the State of West Virginia, as may be amended from time to time, W. Va. Code § 20-4-1 to 7, state among its statutory provisions that, "It is recognized that equestrian activities are hazardous to participants, regardless of all feasible safety measures which can be taken. Each participant in an equestrian activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equestrian activity. Each participant shall have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equestrian activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equestrian activity, to heed all posted warnings, to perform equestrian activities only in an area or in facilities designated by the horseman and to refrain from acting in a manner which may cause or contribute to the injury of anyone. If while actually riding in an equestrian event, any participant collides with any object or person, except an obviously intoxicated person of whom the horseman is aware, or if the participant falls from the horse or from a horse-drawn conveyance, the responsibility for such collision or fall shall be solely that of the participant or participants involved and not that of the horseman."

**WAIVER AND INFORMED CONSENT TO PARTICIPATE AND RELEASE LIABILITY IN SCA
ACTIVITIES WHICH MAY INCLUDE EQUESTRIAN ACTIVITIES**

I, the undersigned, do hereby state that I wish to participate in activities sponsored by the Society for Creative Anachronism, Inc., affiliated organizations, and subsidiaries (hereafter collectively the "SCA"), which may include being present at or participating in, however slight, equestrian activities at events held by the SCA.

The SCA has rules which govern and may restrict the activities in which I can participate. These rules include, but are not limited to: Corpora, Corporate Policies and By-Laws, officer handbooks, the various kingdom laws, and the rules for combat and equestrian related activities. I agree to be bound by the rules of the SCA and any site that an SCA event is held at. I acknowledge that I am fully aware of the nature, purpose, and risks of these activities of the SCA (including equine activities). I further acknowledge that these activities are VOLUNTARY and that I do not have to participate unless I choose to do so. I understand that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved, including risk of injury to myself or damage to my property. The SCA makes no representations or claims as to the condition or safety of land, structures, or surroundings, whether or not owned, leased, or maintained by the SCA.

I agree to obey the directions of the marshals and other governing officials of SCA activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to the dispute resolution procedures set forth in Corpora or any handbooks promulgated by the SCA.

In exchange for allowing me to participate in these SCA activities and events, I agree to release from liability, agree to indemnify and hold harmless the SCA, and any SCA agent, officer, or SCA employee acting within the scope of their duties, for any injury to my person or damage to my property, even if the same may have been contributed to or occasioned by the negligence of the above.

It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors, and assigns. I understand that the SCA does NOT provide any insurance coverage for my person or my property. I acknowledge that I am responsible for my safety, my own health care needs, and for the protection of my property. I have read the statements in this document. I agree with its terms and have voluntarily signed it. I understand that this document is complete unto itself and that any oral promises or representations made to me concerning this document and/or its terms are not binding upon the SCA, its officers, agents, and/or employees.

**I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS
RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL
KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE.**

Legal Name (Please Print), Legal Signature, Date EqMIC _____ EVENT _____ DATE _____

SOCIETY FOR CREATIVE ANACHRONISM, INC.
P.O. Box 360789, Milpitas, California 95036-0789. Tel (408) 263-9305. Fax (408) 263-0641

State of Wyoming Liability Form

The Equine Activity Liability laws of the State of Wyoming, as may be amended from time to time, §1-1-123, state among its statutory provisions that “Any person who takes part in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for any and all damage, injury or death to himself or other persons or property that results from the inherent risks in that sport or recreational opportunity.” **WARNING OF INHERENT RISKS:** Equine Activity is inherently dangerous and equines have: a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; c) collisions with other animals or objects; d) or 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.. An equine activity sponsor or 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.

**WAIVER AND INFORMED CONSENT TO PARTICIPATE AND RELEASE LIABILITY IN SCA
ACTIVITIES WHICH MAY INCLUDE EQUESTRIAN ACTIVITIES**

I, the undersigned, do hereby state that I wish to participate in activities sponsored by the Society for Creative Anachronism, Inc., affiliated organizations, and subsidiaries (hereafter collectively the “SCA”), which may include being present at or participating in, however slight, equestrian activities at events held by the SCA.

The SCA has rules which govern and may restrict the activities in which I can participate. These rules include, but are not limited to: Corpora, Corporate Policies and By-Laws, officer handbooks, the various kingdom laws, and the rules for combat and equestrian related activities. I agree to be bound by the rules of the SCA and any site that an SCA event is held at. I acknowledge that I am fully aware of the nature, purpose, and risks of these activities of the SCA (including equine activities). I further acknowledge that these activities are VOLUNTARY and that I do not have to participate unless I choose to do so. I understand that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved, including risk of injury to myself or damage to my property. The SCA makes no representations or claims as to the condition or safety of land, structures, or surroundings, whether or not owned, leased, or maintained by the SCA.

I agree to obey the directions of the marshals and other governing officials of SCA activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to the dispute resolution procedures set forth in Corpora or any handbooks promulgated by the SCA.

In exchange for allowing me to participate in these SCA activities and events, I agree to release from liability, agree to indemnify and hold harmless the SCA, and any SCA agent, officer, or SCA employee acting within the scope of their duties, for any injury to my person or damage to my property, even if the same may have been contributed to or occasioned by the negligence of the above.

It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors, and assigns. I understand that the SCA does NOT provide any insurance coverage for my person or my property. I acknowledge that I am responsible for my safety, my own health care needs, and for the protection of my property. I have read the statements in this document. I agree with its terms and have voluntarily signed it. I understand that this document is complete unto itself and that any oral promises or representations made to me concerning this document and/or its terms are not binding upon the SCA, its officers, agents, and/or employees.

**I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS
RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL
KNOWLEDGE OF ITS MEANING AND SIGNFICANCE.**

Legal Name (Please Print), Legal Signature, Date EqMIC _____ EVENT _____ DATE _____

A GUIDE TO SIGNAGE REQUIREMENTS IN THE 50 STATES

Of the 45 states that have Equine Activity Liability Protection Laws as of 2007, most require that a sign be posted in the areas of the Equine Activity (Barns, stables, riding and tacking areas). Most state statutes require the sign to be of a certain size with certain size lettering in certain colors schemes. Signage can be of any material including paper so long as it remains clear and legible even in inclement weather such as covering paper printed signs with a clear plastic slip-on cover.

Several states do not require the signage but it is in the best interest of the Society for Creative Anachronism and the participants if they are given reasonable notice as to the inherent risks of equine activities enjoyed by many society members. This guide is intended to inform the Society Equestrian marshallate of the signage to conform with state laws that specify signage and SCA, Inc. interests in those states that do not.

STANDARD SOCIETY SIGNAGE

For those states do not have Equine Activity Liability Protection Laws or do have such laws and do not require by law to have a sign posted, use the following society standard signage on white background with one-inch high black lettering:

WARNING: Equine Activity is inherently dangerous and equines have: a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; c) collisions with other animals or objects; d) or 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.. An equine activity sponsor or 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.

Alabama §6-5-337

Every equine professional and every equine-activity sponsor shall post and maintain signs which contain the warning notice specified. Signs shall be placed in a clearly visible location on or near stables, corrals, or areas where the equine professional or the equine-activity sponsor conducts equine activities. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. and shall contain in clearly readable print the warning notice specified as follows:

WARNING

Under Alabama law, an equine activity sponsor or 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 the Equine Activities Liability Protection Act.

Failure to comply with the requirements concerning warning signs and notices provided in this section shall prevent an equine-activity sponsor or equine professional from invoking the privileges of immunity provided by this section.

Alaska

This state has no Equine Activity Liability Protection laws. Use the Standard Society Waiver and the Standard Society Signage.

Arizona

This state has a State-Specific waiver but use the Standard society signage.

Arkansas § 16-120-202

Every equine activity sponsor shall post and maintain signs which contain the warning notice specified. Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine activity sponsor conducts equine activities. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch (1") in height. The signs shall contain the following warning notice:

WARNING

Under Arkansas law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.

California

This state has no Equine Activity Liability Protection laws. Use the Standard Society Waiver and the Standard Society Signage.

Colorado Section 13-21-119, Colorado Revised Statutes

Such signs shall be placed in a clearly visible location on or near stables, corrals. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs and contracts 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.

Delaware 10 Del.C. § 8140

Signs shall be placed in clearly visible locations on or near stables, corrals or arenas where equine activities if such stables, corrals or arenas are owned, managed or controlled. The warning notice specified shall appear on the sign in RED AND WHITE, with each letter to be a minimum of 1 inch in height.

WARNING

Under Delaware 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 10 Delaware Code §8140.

Florida Title XLV Chapter 773

Every equine activity sponsor and equine professional shall (a) Post and maintain one or more signs which contain the warning notice specified in subsection (2). These signs shall be placed in a clearly visible location near to where the equine activity begins. The warning notice specified in subsection (2) shall appear on the sign in black letters, with each letter to be a minimum of 1 inch in height, with sufficient color contrast to be clearly distinguishable. (2) The signs and document described in subsection (1) shall contain the following warning notice:

WARNING

Under Florida law, an equine activity sponsor or 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.

Georgia §4-12-4.

Every activity sponsor shall post and maintain signs which contain the warning notice specified. Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine activity sponsor conducts equine activities. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height.

WARNING

Under Georgia law, an equine activity sponsor or 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 Chapter 12 Title 4 of the Official Code of Georgia Annotated.

Hawaii

This state has a State-Specific waiver but use the Standard society signage.

Idaho

This state has a State-Specific waiver but use the Standard society signage.

Illinois 745 ILCS 47/25

Signs shall be placed in a clearly visible location on or near stables, corrals, or arenas if the stables, corrals, or arenas are owned, managed, or controlled by the equine activity sponsors. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs described shall contain the following warning notice:

WARNING

Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

Indiana § IC 34-31-5

An equine activity sponsor or an equine professional should post and maintain in at least one location on the grounds or in the building that is the site of an equine activity, a sign on which is printed the warning. The sign must be placed in a clearly visible location in proximity to the equine activity and must be printed in black letters, and each letter must be at least one (1) inch in height.

WARNING

Under Indiana 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.

Iowa Title XV Chapter 673.3

The location of the sign may be near or on a stable, corral, or arena owned or controlled by the equine activity sponsor. The sign must be clearly visible to a participant. This section does not require a sign to be posted on a domesticated animal or a vehicle powered by a domesticated animal. The notice shall appear in black letters a minimum of one inch high and in the following form:

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOTLIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

Kansas Chapter §60-4002

Equine activity sponsors shall post and maintain signs which contain the warning notice and such signs shall be placed in a clearly visible location on or near stables, corrals, boarding areas, or arenas where the equine activities if such stables, corrals, boarding areas or arenas are owned, managed or controlled by the activity sponsor. The warning notice shall appear on the sign in black letters, with each letter to be a minimum of one inch in height.

WARNING

Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity.

Kentucky §247.4027

Equine Activity Sponsors shall post and maintain signs which contain the warning notice and shall be placed in a clearly visible location on or near stables, corrals, or areas where the equine activity sponsor conducts equine activities. The warning notice shall appear on the sign in black letters, with each letter to be a minimum of one (1) inch in height.

WARNING

Under Kentucky Law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

Louisiana RS 9:2795.1

Every farm animal activity sponsor shall post and maintain a sign conspicuously located or provide a written warning which contains the warning notice and the sign shall be placed in a clearly visible location on or near any stable, corral, registration area, staging area, or arena where the farm animal activity sponsor conducts a farm animal activity. The warning notice shall appear on the sign in black letters, with each letter to be a minimum of one inch in height or shall appear in the written warning in boldfaced capital letters no smaller than 12-point type. The signs shall contain the following warning notice:

WARNING

Failure to comply with the requirements concerning warning notices provided in this Section shall prevent a farm animal activity sponsor or farm animal professional from invoking the privilege of immunity provided by this Section.

Maine Title 7 §4103-A

Notice of the inherent risks of equine activity may be satisfied either by a statement signed by the person injured or by a sign or signs prominently displayed at the place where the equine activity was initiated. The message on a sign must be in black letters at least one inch in height and the sign or signs must be placed in a clearly visible location on or near stables, corrals or arenas where the equine activity sponsor conducts equine activities. The statement or sign must contain at least the following information.

WARNING

Under Maine law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.

Maryland

This state has no Equine Activity Liability Protection laws. Use the Standard Society Waiver and the Standard Society Signage.

Massachusetts

Title XIX Chapter 128 Section 2D Every equine professional shall post and maintain signs which contain the warning notice specified and such signs shall be placed in a clearly visible location in the proximity of the equine activity. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs shall contain the following notice:

WARNING

Under Massachusetts 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 2D of chapter 128 of the General Laws.

Michigan §691.1666

An equine activity sponsor shall post and maintain signs that contain the warning notice. The signs shall be placed in a clearly visible location in close proximity to the equine activity. The warning notice shall appear on the sign in conspicuous letters no less than 1 inch in height. A sign shall contain substantially the following warning notice:

WARNING

Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

Minnesota §604A.12

A livestock activity sponsor shall post plainly visible signs at one or more prominent locations in the premises where the livestock activity takes place that include a warning of the inherent risks of livestock activity and the limitation of liability under this section. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs shall contain the following notice:

WARNING

Under Minnesota law, an equine activity sponsor 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 the Equine Activities Liability Protection Act Section 604A.12.

Mississippi § 95-11-7

Every equine or livestock activity sponsor and every equine or livestock professional shall post and maintain signs which contain the warning notice specified. Such signs shall be placed in a clearly visible location on or near stables, corrals or arenas where the equine or livestock activity sponsor or the equine or livestock professional conducts equine activities or livestock shows. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one (1) inch in height and shall contain the following warning notice:

WARNING:

Under Mississippi law, an equine or livestock activity sponsor or an equine or livestock professional is not liable for an injury to or the death of a participant in equine activities or livestock shows resulting from the inherent risks of equine activities or livestock shows, pursuant to this chapter.

Failure to comply with the requirements concerning warning signs and notices provided in this section shall prevent an equine or livestock activity sponsor or equine or livestock professional from invoking the privileges of immunity provided by this chapter.

Missouri §537.325

Every equine activity sponsor shall post and maintain signs which contain the warning notice specified and such signs shall be placed in a clearly visible location on or near stables, corrals or arenas where the equine activity sponsor conducts equine activities if such stables, corrals or arenas are owned, managed or controlled by the equine activity sponsor. The warning notice specified in this subsection shall appear on the sign in black letters on a white background with each letter to be a minimum of one inch in height. The signs and contracts described in this subsection shall contain the following warning notice:

WARNING

Under Missouri 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 the Revised Statutes of Missouri.

Montana

This state has a State-Specific waiver but use the Standard society signage.

Nebraska § 25-21,253

The warning notice signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine activity sponsor conducts equine activities if such stables, corrals, or arenas are owned, leased, rented, managed, or controlled by the activity sponsor. The placement of warning notice signs shall be such that they

may be readily seen by participants in equine activities. The warning notice signs shall have black letters with each letter of the word "WARNING" a minimum of three inches in height and the rest of the letters a minimum of one inch in height. Every equine activity sponsor shall post and maintain signs which contain the following warning notice:

WARNING

Under Nebraska 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 sections 25-21,249 to 25-21,253.

Nevada

This state has no Equine Activity Liability Protection laws. Use the Standard Society Waiver and the Standard Society Signage.

New Hampshire Title 52 §508:19

This state has a State-Specific waiver but use the Standard society signage.

New Jersey §5:15-10

All equine activity sponsors shall post and maintain signs on all lands owned or leased thereby and used for equine activities, which signs shall be posted in a manner that makes them visible to all participants and which shall contain the following notice in large capitalized print of black letters one-inch in height and shall read:

WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c.287 (C.5:15-1 et seq.).

Individuals or entities providing equine animal activities on behalf of an operator, and not the operator, shall be required to post and maintain signs required by this section.

New Mexico

Operators, owners, trainers and promoters of equine activities or equine facilities, including but not limited to stables, clubhouses, pony ride 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. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height, and shall state:

WARNING

Under New Mexico law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

New York

This state has no Equine Activity Liability Protection laws. Use the Standard Society Waiver and the Standard Society Signage.

North Carolina Chapter 99 E-3

Every equine professional and every equine activity sponsor shall post and maintain signs which contain the warning notice specified in and the signs required by this section shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine professional or the equine activity sponsor conducts equine activities. The warning notice shall consist of a sign in black letters, with each letter to be a minimum of one inch in height. The signs shall contain the following warning notice:

WARNING

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

Failure to comply with the requirements concerning warning signs and notices provided in this Article shall prevent an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this Article. (1997-376, s. 1.)

North Dakota

This state has a State-Specific waiver but use the Standard society signage.

Ohio

This state has a State-Specific waiver but use the Standard society signage.

Oklahoma

This state has a State-Specific waiver but use the Standard society signage.

Oregon

This state has a State-Specific waiver but use the Standard society signage.

Pennsylvania Equine Activity Immunity Act P.L. 472

Section 3. Signing. This act shall provide immunity only where signing is conspicuously posted on the premises on a sign at least three feet by two feet, in two or more locations, which states the following:

WARNING

You assume the risk of equine activities pursuant to Pennsylvania law.

Rhode Island §4-21-4

Every equine activity sponsor shall post and maintain signs which contain the warning notice specified. These signs shall be placed in a clearly visible location in the proximity of the equine activity. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs described shall contain the following warning notice:

WARNING

Under Rhode Island Law, an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, 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 this chapter.

South Carolina §47-9-730

An equine activity sponsor shall post and maintain signs which contain the warning notice specified.. These signs must be placed in a clearly visible location on or near stables, corrals, or arenas where the equine sponsor conducts equine activities. The warning notice specified must appear on the sign in black letters with each letter a minimum of one inch in height. A sign must contain the following warning notice:

WARNING

Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

Failure to comply with the requirements concerning warning signs and notices provided in this section prevents an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this article.

South Dakota §42-11-5

An equine activity sponsor shall post and maintain the sign specified. Such signs shall be placed in a clearly visible location on or near stables, corrals, race tracks, or arenas where the equine professional conducts equine activities. The warning notice shall appear on the sign in black letters, with each letter being a minimum of one inch in height as follows:

WARNING

Under South Dakota 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 § 42-11-2.

Tennessee §44-20-105

Every equine activity sponsor shall post and maintain signs which contain the warning notice specified. Such signs shall be placed in clearly visible locations on or near stables, corrals, or arenas where the equine activity conducts equine activities if such stables, corrals, or arenas are owned, managed, or controlled by the equine activity sponsor. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch (1") in height. he signs shall contain the following warning notice:

WARNING

Under Tennessee 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 Tennessee Code Annotated Title 44, Chapter 20

Texas § 87.005

An equine activity shall post and maintain a sign that contains the warning if the equine activity sponsor manages or controls a stable, corral, or arena where the equine activity sponsor conducts an equine activity. The equine activity sponsor must post the sign in a clearly visible location on or near the stable, corral, or arena. The warning posted by an equine professional under this section must be 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.

Utah

An equine or livestock activity sponsor shall provide notice to participants of the equine or livestock activity that there are inherent risks of participating and that the sponsor is not liable for certain of those risks. Notice shall be provided by (a) posting a sign in a prominent location within the area being used for the activity; or (b) providing a document or release for the participant, or the participant's legal guardian if the participant is a minor, to sign. The notice provided by the sign or document shall be sufficient if it includes the definition of inherent risk in Section 78-27b-101 and states that the sponsor is not liable for those inherent risks. Use Society Standard Signage.

Vermont 12 V.S.A. § 1039

An equine activity sponsor may post and maintain signs which contain the warning notice specified in this subsection. Such signs shall be placed in a clearly visible location in the proximity of the equine activity. The warning notice shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs described in this subsection shall contain the following warning notice:

WARNING

Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A. §1039. (Added 1995, No. 136 (Adj. Sess.), §2.)

Virginia

This state has a State-Specific waiver but use the Standard society signage.

Washington

This state has a State-Specific waiver but use the Standard society signage

West Virginia

This state has a State-Specific waiver but use the Standard society signage.

Wisconsin

This state has a State-Specific waiver but use the Standard society signage.

Wyoming

This state has a State-Specific waiver but use the Standard society signage.