



A Farm Animal Business's Three Lines of Defense

Statutory Immunity • Contracting • Insurance

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Farm/Ranch/Equine Personal Injury Cases are a “Different Animal” than Most Animal Law Cases

They may feel similar on the surface to dog bite and pet injury cases (unpredictable animal + injury) but the legal landscape is very different.

Texas has 2 specialized liability limitation statutes that can be case dispositive, and the operational facts (signs, facilities, tack, land conditions, employees, and waivers) create predictable evidence patterns.

The Big Picture

- Three Layers of Defense
- First Look to the Statutes for Immunity
- Then Look to the Contracts for Release Language & Indemnity Provisions
- Finally, Look for Coverage for Damages and Defense

First Line of Defense: The Law

- Texas Farm Animal Liability Act (TFLA) - Prac & Rem Ch 87
 - Protects “all persons” & applies to all “participants”
 - Protects against 'inherent risks' of farm animal activities
- Agritourism Statute - Prac & Rem Ch 75A
 - Covers those providing agritourism for recreation/education
 - Petting zoos, pumpkin patch, exotic game viewing, hay rides, hiking trails, etc
- Both require signs and contract language

What TFLA Doesn't Cover

- Defective tack/equipment – provided by and known to be
- Known hidden and undisclosed land hazards – except “certain land hazards” in equine activities
- Providing unsuitable animals
- Willful or wanton disregard for safety of participant
- Intentional acts
- Livestock show letting someone not listed participate

Basically, it doesn't cover your client's own negligence.

Warning Sign Requirement

- Exact statutory wording required
- Must be posted where it can see easily seen by participants
 - Gates
 - Arenas
 - Tack rooms
 - Restrooms
 - Barn entrances
 - Etc

SIGNS ARE CHEAP. LAWSUITS ARE EXPENSIVE.

TFALA

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

TFALA Livestock Shows

WARNING
UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

Agritourism Statute

Covers more than just animal-related injuries

- Agritourism Statute - Prac & Rem Ch 75A
 - Covers those providing agritourism for recreation/education – “experience businesses”
 - Petting zoos, pumpkin patch, exotic game viewing, hay rides, hiking trails, trips & falls, you pick it operations, ranch tours, etc
 - Like TFALA, it covers injuries that occur due to the inherent risks of participating in these activities and requires warning signs and some contract language

BUT...

What Ch 75A Doesn't Cover

- Negligence evidencing disregard for safety of participants
- Undisclosed dangerous propensity of an animal used
- Known dangerous conditions of land, facilities or equipment used (even if disclosed?)
- Failure to train or improper training of employees
- Intentional acts

Note: Does not cover employees as “participants”

Agritourism Facilities

WARNING

UNDER TEXAS LAW (CHAPTER 75A, CIVIL PRACTICE AND REMEDIES CODE), AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AN AGRITOURISM ACTIVITY.

Agritourism Releases

Must be in separate document from anything other than release documents (can be included with general liability releases and indemnity provisions).

AGREEMENT AND WARNING

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

Practice Pointer

- Photos & facility map
- Incident reports
- Witness statements or at least list of witnesses
- Info on participant's experience and/or animal behavior history
- Produce evidence early – before suit is filed
- Note that these statutes are plead as an affirmative defense
- Draft a motion for summary judgment

Second Line of Defense: The Contract (Waiver/Release)

- Contract with the participants
- Shows participants expressly assume risk
- Can cover negligence where statute does not
- Stronger than relying on statute alone or vital if defects with statute compliance

Elements of a Good Waiver

Fair Notice Doctrine

- Plain language
- Conspicuousness
- Identifies parties
- Lists risks (falling, biting, uneven ground, death, etc.)
- Includes statutory warning language
- Covers ordinary negligence (& gross negligence) and adds indemnity
- Signed & dated (guardian if minor)

Common Waiver Mistakes by Clients

- Using generic, non-Texas forms
- Forgetting minors need parent/guardian signature
- Not keeping signed copies in safe place
- Only using them 'sometimes'

Child's Claims vs. Parents' Claims

- Child's Claim: pain & suffering, impairment, disfigurement, future earnings
- Cannot be waived by parents pre-injury (*Muñoz v. II Jaz*)
- Limitations tolled until age 18 (CPRC §16.001)
- Parents' Claims: medical expenses, loss of services, bystander damages
- Each parent holds their own independent claim

Why Both Parents Should Sign

- One parent's signature only waives that parent's claims
- Non-signing parent can still sue for their own claims
- Both signatures reduce exposure to parental claims
- Child's personal claim still survives until adulthood, so get indemnification from parents

Include Gross Negligence – or Not?

- No Supreme Court case – yet
- Appellate courts are divided
- Some say it's against public policy
- Some say it's a level of negligence
- Some say it's barred if expressly set forth

Best policy is include it - but expect it to be challenged.

Third Line of Defense: Insurance

- Your client's financial backstop
- Protects if lawsuit goes forward
- Covers damages + legal defense

Core Types of Insurance in Farm Animal Cases

- General Liability (CGL – must check livestock coverage)
- Equine/Farm & Ranch Liability Policies
- Professional Liability / E&O
- Care, Custody & Control (CCC)
- Commercial Auto
- Workers' Comp/Employer's Liability
- Personal Horse Owner Liability Policy

Claim Handling

- Tender early & in writing
- Get full copy of policy
- Get coverage position letter – denial of coverage, reservation of rights
- Preserve evidence – photos, tack/equipment, video, vet records, EE schedules, training logs, signed releases
- Gather witness statements to lock down the narrative

Things to Watch For

- Exclusions (many exclude horses unless endorsed)
- Coverage limits (aim for \$1M+)
- Defense costs (inside vs. outside limits)
- Named insured = correct legal entity
- Additional insureds

10 Questions to Ask at Intake

1. Exactly where did it happen?
2. What was the activity?
3. What was the status of the claimant?
4. What warning signs were posted?
5. Was there a signed agreement/release/waiver/contract
6. What equipment was involved?
7. What was known about the animal's behavior?
8. Were minors involved?
9. What insurance exists?
10. What documents already exist?

Document Requests that Really Matter

- Signage – photos, logs, purchase orders
- Forms – waivers, boarding Ks, lesson agreements, etc
- Operations – safety rules, lesson policies, helmet rules, child supervision policies, employee training materials
- Facility Condition – inspection logs, repair invoices, photos of footing/arena/pasture conditions, fencing/gate maintenance
- Animal Records – training logs, vet records, incident history, any representations made about suitability
- Insurance & Claims History – policies, endorsements, prior claims/incident logs, communications with carrier

Proving Up a Sign in Court

- Identify the custodian – Who ordered it, posted it, maintained it.
- Establish the timeline – When was it installed, whether it was ever replaced, whether the wording matches the statute in effect at the time
- Establish visibility – photos from normal approach paths, show its readability, show located where a participant would naturally see it
- Tie it to the activity location – “on or near the stable/corral/arena” [Ch 87] or “on or near any premises on which agritourism is conducted” [Ch75A]

Practical Checklist for Your Clients

- Post required statutory warning signs
- Use updated Texas-specific waivers
- Keep signed waivers on file and locked up
- Review insurance annually
- Train staff on written procedures

Farm Business's Best Liability Protection is Built in Layers

- Start with the statutes and treat warning notice as a compliance project, not an afterthought
- Draft contracts, releases/waivers that are designed to survive Texas “fair notice” scrutiny
- Confirm insurance coverage actually matches the business's real activities and does not have hidden, sneaky exclusions

Backyard Operations vs. Commercial Operations

Texas Farm Animal Liability Act

Backyard

- Still applies, even if you only let friends or neighbors ride your horses or visit livestock.
- Posting the warning sign is just as important in a small barn as at a commercial stable.
- Risk is lower because fewer people are involved, but *one accident is enough* to cause legal trouble.

Commercial

- Applies broadly to lessons, shows, boarding, training, and events.
- Greater scrutiny—regulators, insurers, and courts expect strict compliance with sign posting and contract language.
- More people = more chances for something to go wrong.

Waivers & Releases

Backyard

- Often overlooked (“It’s just a friend riding my horse”).
- Still smart to use—even informal trail rides or pony rides at a birthday party can result in claims.
- Simpler release may be sufficient if no fee is charged.

Commercial

- Essential for every participant, boarder, rider, or lessee.
- Must be updated regularly, signed by guardians for minors, and stored properly.
- Courts are more likely to enforce if the business consistently uses waivers.

Insurance

Backyard

- Homeowner's policies usually exclude horse- or livestock-related liability.
- A "personal horse owner liability policy" may be available for just a few hundred dollars a year.
- Generally don't need commercial-level coverage unless charging fees.

Commercial

- Requires specialized policies (equine commercial liability, farm/ranch package, CCC coverage, workers' comp).
- Premiums are higher, but lawsuits can be devastating without it.
- Insurers will require accurate disclosure of *all* activities (boarding, training, breeding, shows, etc.).

Practical Differences

Backyard

- Fewer participants = lower exposure.
- ***But friends, family, and neighbors are actually the most common plaintiffs in small-scale cases.***
- Cheap and simple risk controls (signs + basic waiver + small liability policy) go a long way.

Commercial

- Volume, higher risk, more regulatory oversight.
- Must show a “culture of safety” with posted signs, consistent paperwork, employee training, and robust insurance.

Questions?

- Open Q&A

Thank You



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