Alison Goodwin, a key member of the team at our legal partners, Harrison Clark Rickerbys brings you the next in our helpful legal guides. Alison heads up their equine department and has extensive knowledge as a horse rider, owner and competitor herself.

Liability for riding accidents

If a rider falls from a horse and is injured, who is liable? A recent case which left a young girl permanently disabled, in which the court decided that the horse’s owner was liable for the rider’s injuries, having failed in her duty of care towards the girl, highlights the need for owners to think carefully before allowing others to ride their horses, and to make sure that they have share or loan agreements in place.

The claimant, Miss Harris, who was only 14 at the time of the incident, fell from a horse which she was riding, and was rendered paraplegic. The claim was brought against the defendant, Mrs Miller, the owner of the horse; the issue pursued by the court was that of negligence, under the Animals Act 1971. The law focuses on a duty of care (that is, the duty to behave as a reasonable person would behave in the circumstances) which it says is owed to those who may foreseeably be injured by any particular conduct.

In deciding on liability for the accident, the court held that Mrs Miller had made a serious error of judgment in acquiring an unsuitable horse at the early stages of her riding hobby. Because she had positively encouraged Miss Harris to ride the horse, and condoned, if not specifically instructed her to try a trot in an open field for the first time, she had exposed her to a risk of injury from a horse which could not be controlled in any other than the most benign of conditions. Mrs Miller should have taken extreme care when allowing Miss Harris to ride the horse, restricting the activity to very simple walking and trotting in a controlled environment.

The focus of this case was Mrs Miller’s knowledge of both the horse and the rider, when considering whether or not she was in breach of her duty of care when she allowed Miss Harris to ride this horse. She did not know, nor did she ask whether Miss Harris had ever ridden a horse of this type in these open surroundings before. The judge found that the teenager’s experience was relatively limited and Mrs Miller had simply not made sufficient enquiry about her ability before allowing her to ride this horse in an open field. As a result the judge held Mrs Miller liable in negligence for Miss Harris’ injuries, so Miss Harris could recover significant financial damages from Mrs Miller, likely to be in the millions of pounds.
This case has attracted widespread media attention, leading many owners who allow others to ride their horses to question whether they might too might face a claim in the event of an accident. Horse-riding is inherently dangerous, but owners can protect themselves from unnecessary risks. Here, much depended on the injured rider’s experience: it is vital that owners and riders discuss this in detail. Before allowing someone else to ride their horse, an owner should ensure that they are entirely familiar with the horse’s temperament and characteristics and explain these carefully to the rider. Both parties should, of course, be open and frank about the facts.

This recent case should remind us all of the need to approach loan or share agreements with care. Many owners wisely prefer to have a written agreement in place. We can assist with the drafting of these and are always available to give further advice on issues of risk and liability.

Please call or email me if you want to discuss an equine accident. As a member of British Dressage you are entitled to a free half an hour of legal advice with us as part of your membership and discounted rates on standard documents, such as sale agreements.

Regards,

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