WHAT'S NEW ON THE FARM?
THE TEXAS FARM ANIMAL LIABLITY ACT

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Agricultural law in an exciting area of practice. Issues run the gamut from fence law to water law, eminent domain to access to property, secured transactions to family law. This paper will discuss the Texas Farm Animal Liability Act and the various recent cases and legislation surrounding this statute. Additionally, the final section includes several agricultural law-related resources that may be helpful to Texas attorneys.

I. TEXAS FARM ANIMAL LIABILITY ACT

Although the Texas Farm Animal Liability Act ("the Act" or "FALA") was enacted over 25 years ago, there has been a flurry of activity surrounding this statue in the past year. Practitioners and animal owners, alike, should be ware of this statute, understand how and when it may apply, and keep up to date on current changes.

A. Relevant Background

In 1995, the Texas Legislature passed the Texas Equine Act, which essentially provide that horse owners were not liable for participants' injuries that were due to the inherent risks of being involved with horses. Texas was the 26th state to enact this type of law. Currently, 48 states have some version of an equine act on the books.

In 2011, the Texas Equine Act was amended and renamed, now titled the Texas Farm Animal Liability Act. The 2011 amendment extended the scope of the Act to cover "farm animals," which are defined as equines, bovines, sheep, goats, pigs, hogs, ratites, ostriches, rheas, emus, chicken, and other fowl. *See* Tex. Civ. Practice & Rem. Code § 87-001(2-a).

The FALA provides that "any person, including a farm animal activity sponsor or farm animal professional livestock producer, livestock show participant, or livestock show sponsor, is not liable for property damage or damages arising from the personal injury or death of a participant in a farm animal activity or livestock show if the property damage, injury, or death results from the dangers or conditions that are an inherent risk of a farm animal activity or the showing of an animal on a competitive basis in a livestock show…" *Id.* § 87.003. Thus, essentially the Act serves as a vehicle to limit potential liability exposure for farm animal owners in the event damage is caused by an inherent risk to a farm animal activity.

The Act goes on to provide that inherent risks include: "(1) the propensity of a farm animal or livestock animal to behave in ways that may result in personal injury or death to a person on or around it; (2) the unpredictability of a farm animal's or livestock animal's reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal; (3) with respect to farm animal activities involving equine animals, certain land conditions and hazards, including surface and subsurface conditions; (4) a collision with another animal or an object; or (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over a farm animal or livestock animal or not acting within the participant's ability." *Id.* § 87.003.

The FALA defines "participant" as "with respect to a farm animal activity, a person who engages in the activity, without regard to whether the person is an amateur or professional or whether the person pays for the activity or participates in the activity for free…" Tex. Civ. Prac. & Remedies Code § 87.001(9). "Engages in a farm animal activity" is defined as "riding, handling, training, driving, loading, unloading, assisting in the medical treatment of, being a passenger on, or assisting a participant or sponsor with a farm animal. The term includes management of a show involving farm animals. The term does not include being a spectator at a farm animal activity unless the spectator is in an unauthorized area and in immediate proximity to the farm animal activity." *Id.* § 87.001(1). The definition of a "farm animal activity" includes "riding, inspecting, evaluating, handling, loading, or unloading a farm animal belonging to another, without regard to whether the owner receives monetary consideration or other thing of value for the use of the farm animal or permits a prospective purchaser of the farm animal to ride, inspect, evaluate, handle, load, or unload the farm animal." *Id.* § 87.001(3).

There have been a number of cases applying the Texas Farm Animal Liability Act from its inception in 1995 through 2020. *See, e.g., Loftin v. Lee,* 341 S.W.3d 352 (Tex. 2011) (FALA applied as defense in case where rider was thrown when horse was spooked by vine rubbing on flank); *Little v. Needham,* 236 S.W.3d 328 (Tex. Ct. App. –

Houston 1st Dist. 2007) (FALA defense applicable when horse at riding stable collided with tree injuring rider)*; Gamble v. Peyton*, 182 S.W. 1 (Tex. Ct. App. – Beaumont 2005) (FALA applied in case where rider was injured after horse bit by fire ants); *James v. Young*, No. 10-17-00346-CV, 2018 WL 1631636 (Tex. Ct. App. – Waco April 4, 2018) (FALA applied when child thrown from horse on ranch); *Hilz v. Riedel*, No. 02-11-00288-CV, 2012 WL 2135648 (Tex. Ct. App. – Ft. Worth June 14, 2012) (unreported) (injured child was thrown from horse; genuine issue of material fact existed as to whether child's parents instructed horse owner not to let their child ride in pasture). *See also Young v. McKim*, 373 S.W.3d 776 (Tex. Ct. App. – Houston 14th Dist. 2012) (FALA applied as defense to claim by injured independent contractor); *Dodge v. Durdin*, 187 S.W.3d 523 (Tex. Ct. App. – Houston 1st Dist. 2002) (FALA inapplicable when employee was kicked by horse because Act does not apply to injured employees); *Johnson v. Smith*, 88 S.W.3d 729 (Tex. Ct. App. – Corpus Christi 2002) (FALA available defense when independent contractor breeding horses was bit in face).

B. *Waak v. Rodriguez,* 603 S.W.3d 103 (Tex. 2020).

In 2020, the Texas Supreme Court issued a ruling in *Waak v. Rodriguez*, discussing the limited applicability of the Act to working ranches.

1. Background

The Waaks raise Charolais cattle in Fayette County. *Id.* at 104. In 2005, they hired Raul Rodriguez to work part time with the cattle, landscaping, and cutting hay. *Id.* at 105. In 2008, he began working full-time for the Waaks. *Id.* He lived on the ranch in a mobile home he was in the process of purchasing from the Waaks. *Id.* The Waaks were non-subscribers to the Texas Workers' Compensation Act. *Id.*

Initially, Mr. Waak trained Mr. Rodriguez on how to work cattle and watched to ensure work was done properly. *Id.* As the years went by, Rodriguez often worked cattle alone while Waak was away at his oilfield job. *Id.* Rodriguez did not have a set work schedule. *Id.*

In October 2013, Waak instructed Rodriguez to move 20 head of cattle from one end of the ranch to another, an activity Rodriguez had done many times. *Id.* After moving most of the cattle, Rodriguez called the Waaks (who were in town running errands) to confirm he should move the last three cattle remaining in a pen: a bull, a cow, and the cow's calf. *Id.* They instructed him to do so. When the Waaks got home, they found Rodriguez lying dead behind the barn. *Id.* His cause of death was determined to be "blunt force and crush injuries" and the medical examiner noted the injuries were "severe enough to have come from extensive force like that of a large animal trampling the body." *Id.*

2. Lower Court Litigation

Rodriguez's parents and his surviving children sued the Waaks for wrongful death. They alleged that the bull killed Rodriguez and the Waaks were negligent in several respects, including failure to provide a safe work space, failure to adequately train Rodriguez and warn him of dangers of working with cattle, and failure to supervise Rodriguez. *Id.*

The trial court granted summary judgment in favor of the Waaks and dismissed the case. *Id.* This was based upon the court's determination that the Texas Farm Animal Liability Act (FALA) barred the plaintiff's claims. *Id.* Rodriguez's family appealed.

The First Court of Appeals in Houston reversed that decision, holding that the FALA was inapplicable because Rodriguez "was not a participant in a farm animal activity" for whom the FALA is applicable. *Rodriguez v. Waak*, 562 S.W.3d 570 (Tex. Ct. App. – Houston (1st Dist.) 2019). In particular, the appellate court held that Rodriguez was an employee, rather than an independent contractor, and that an employee was not a "participant" under the FALA. *Id.* at 583. The Waaks sought review from the Texas Supreme Court. Their petition was granted.

3. Texas Supreme Court – Majority Opinion

In a 6-2 decision, the Texas Supreme Court held that the FALA does not apply to injured ranchers or ranch hands. This result was surprising to many agricultural law attorneys, as this distinction had not previously been drawn in Texas cases analyzing the FALA. This decision had significant impacts on working ranches across Texas by limiting the applicability of the FALA defense.

First, the Court noted that the livestock examples within the statutory definitions related to livestock shows. *Id.* at 109. In particular, the Court

cited to the statutory definitions of "livestock show" and "livestock show sponsor." *Id.* The Court believed that the examples "confine the statute's protections to the contact of shows, rides, exhibitions, competitions, and the like." *Id.* The court then stated, "the categories listed as examples do not suggest that ranchers should also be included." *Id.*

Next, the Court looked to the FALA definition of "participant." *Id.* A "participant" is defined in part as "a person who engages in the activity, without regard to whether the person is an amateur or professional or whether the person pays for the activity or participates in the activity for free." *Id.* The Court found that "to give any meaning to the listing of four examples–amateur, professional, paying, and for free–they must be read as typical of participants" and describes the kind of people who the Act treats as participants. *Id.* In considering these examples in the context of a ranch hand, the court noted that while a ranch hand may be experienced or inexperienced, he or she would not be said to be professional or amateur, as would riders in a rodeo or show. *Id.* at 110. The Court also stated that ranch hands do not pay to work, so the statement related to paying for the activity makes no sense in this context. *Id.* Additionally, ranch hands do not usually work for free, making that portion of the definition seem inapplicable to the Court. Because of this, the Court held that "referring to a ranch hand as a 'participant in a farm animal activity' is inconsistent with the Act's history and context." *Id.* at 109-10.

Third, the Court addressed the fact that in 2011, when the FALA was expanded to apply to all farm animals, the language of "handling, loading, or unloading" was added to the definition of "farm animal activity." The Court did not find this evidence that the FALA should apply to ranching, noting that these words "obviously have meaning outside the ranching context." *Id.* at 110.

In addressing the dissenting opinion, the majority believes the dissent's interpretation of the FALA would have "significant constitutional impediments." *Id.* The Court discusses the Texas Worker's Compensation Act, which allows employers to opt out of the system. *Id.* Employers who opt in pay for the workers' compensation insurance and, in return, an injured employee is generally only allowed to make a claim under worker's compensation, rather than a traditional court action. *Id.* An employer is not required to be a subscriber to workers' compensation insurance, but if they elect not to do so, the employee has the legal right to sue for negligence if he or she is injured. *Id.* If the FALA applied to ranch hands, the Court reasoned, an injured employee of a nonsubscriber would not be permitted to sue his employer for negligence. *Id.* This would leave injured ranch hands with no remedy–they would not be entitled to workers' compensation benefits, and they would have no common law cause of action. *Id.* at 111. The Court noted "that is certainly a policy choice the legislature *could* make" but finds nothing in the history of the Texas Equine Act, FALA, or similar statutes in other states suggesting this was the intent of the legislature. *Id.*

Thus, the Court held that "the Farm Animal Liability Act does not cover ranchers and ranch hands" and "it did not shield the Waaks from liability for their negligence, if any, resulting in Rodriguez's death." *Id.* at 110. The case was remanded to the trial court to proceed on the question of whether the Waaks were negligent in Rodriguez's death. *Id.* at 111-12.

4. Texas Supreme Court – Dissenting Opinion

Justices Blacklock & Boyd dissented from the Court's opinion, beginning with the following language: "As the Court reads the Farm Animal Liability Act, 'any person' means only some people. 'Farm animal activities' are not covered if they take place on ranches. And not just anybody who engaged in a 'farm animal activity' is a 'person who engages in the activity.' Who decides whether these limitations exist and how far they extend? Not the Legislature, which did not include any of them in the Act's text. Instead, courts will decide when the statute's words mean exactly what they say and when they mean something else. The unfortunate result is that people cannot simply read the Act–and others similarly drafted–and know what it means based on grammar and sentence structure. They must wait to see what the courts make of it." *Waak v. Rodriguez*, 603 at 112 (Blacklock, J. dissenting). Instead, the dissent argues, the decision should be made simply based upon on the text of the statute.

Applying the applicable statutory definitions to the facts of the case, the dissent argued "there is little question the Act's liability limitations apply." *Id.* at 114. The statute provides that "any person…is not liable." *Id.* Obviously, the

dissenters stated, this includes the Waaks. The fact that the Waaks do not fall into one of the examples, set off by the word "including" does not mean the list is exhaustive and does not alter the meaning of "any person." *Id.*

Mr. Rodriguez is a "participant" in a farm animal activity, because he "engaged in the activity" of loading and unloading cattle. *Id.* The fact that "engaged in the activity" is followed by a clause including "without regard to" certain considerations does not change the operative language. In fact, the use of "without regard to" is a statement indicating that the listed factors, such as professional or amateur, paid or free, should not be considered at all. *Id.* at 115.

Further, the dissent pointed out, the text of the FALA does not exclude any category of people, such as ranchers or ranch hands. *Id.* There is no exception for ranch work. Further, there is no exception making the law inapplicable to an employee–which the Legislature clearly knows how to do as it did expressly exclude employees under the Texas Agritourism Act. *Id.* at n.4. The dissenting justices also noted "it would have been very easy to write a statute that applies only at recreational livestock events, a statute that covers only horseshoeing, veterinary treatment, and loading and unloading animals at certain events, not ranches." *Id.* at 116. But the Legislature did not do so.

"The Legislatures chosen words have only one meaning, and we have no license to look behind those words for hidden exceptions. Our job is simply to read the words and apply them." *Id.* at 115.

Lastly, the dissent addressed the issue raised by the majority opinion of injured ranch hands being left without remedy. *Id.* at 117-18. The dissent pointed out that the FALA has a list of exceptions which, if proven, would allow a suit involving a ranch hand to proceed to trial. Also, there is no provision in statute that would expressly prohibit a non-subscribing employer from raising the FALA defense. *Id.*

Thus, the dissent would "stick strictly to the statutory text" and dismiss the case because Mr. Rodriguez was a "participant" engaged in a "farm animal activity," making the FALA a valid defense. *Id.* at 119. They would reverse and remand the case for the consideration of whether any exceptions to the FALA apply. *Id.*

C. Legislative Action – 87th Legislature Regular Session

In the aftermath of the *Waak* decision, the Texas Legislature met for the 87th Legislative Session. Representative Andrew Murr introduced House Bill 365. This bill would essentially modify the FALA to ensure that it does, in fact, apply to working ranches. In other words, HB 365 would essentially undo the Texas Supreme Court's verdict in the *Waak* case going forward.

The bill would make several modifications and clarifications to the FALA.

1. *Expanded activity descriptions*

Specifically, this bill would add language to ensure its application to working farms and ranches. For example, the title of the statute would change from "Liability Arising from Farm Animal Activities or Livestock Shows" to "Liability Arising from Farm Animals." Tex. H.B. 365, 87th Leg. R.S. (2021). Additionally, the definitions of "farm animal activity" and "engages in a farm animal activity" would be expanded to include language such as "owning, raising, boarding, or pasturing a farm animal," and "feeding, vaccinating, exercising, weaning, transporting, producing, herding, corralling, branding, dehorning, or assisting in or providing health management activities for" farm animals. *Id.* at § 87.001 (1) and (3). Also included would be management of a show involving farm animals and "engagement in routine or customary activities on a farm to handle and manage farm animals." *Id.* at § 87.001(1). The statute would also provide that the terms "farm" and "ranch" are used interchangeably by expressly defining a "farm" as "any real estate, land area, facility, or ranch used wholly or partly for raising, cultivating, propagating, fattening, grazing, or any other farming, livestock, agricultural, or aquacultural operation. *Id.*at § 87.001(2-a). The bill also adds express language to a couple of additional definitions. It adds "farm owners or lessees" to the description of those protected throughout the bill, *see, e.g., id.* at § 87.001 (3); § 87.005(a), and includes a person who handles, buys, or sells livestock animals to the definition of "livestock producer." *Id. at* § 87.001(6-a).

2. *Expanded definition of "farm animal professional"*

The bill would also change who would be required to hang up a Farm Animal Liability Act sign in order to seek applicability of the statutory protections. Currently, it is only a farm animal professional–a person engaged for compensation in instructing a participant, or renting to a participant a farm animal for the purpose of riding, driving, or being a passenger on the farm animal; renting tack to the participant; examining or administering medical treatment to a farm animal as a veterinarian; and someone providing veterinary or farrier services–who would be required to hang the sign. Tex. Civ. Practice & Remedies Code § 87.001(5). HB 365 would expand the "farm animal professional" definition to add: providing nonmedical care or treatment to a farm animal, including vaccinations; assisting in providing animal health management activities, including vaccination; providing care, feeding, and husbandry of farm animals; assisting or conducting customary tasks on a farm concerning farm animals; and transporting or moving livestock." Tex. H.B. 365, 87th Leg. R.S. (2021) at § 87.001(5). Thus, if the bill passes, it would be required that all farmers and ranchers hang the sign as a farm animal professional.

3. *Change in "Farm Animal" Definition*

In an amendment to the originally introduced language, while the bill was being considered in the House, there was an amendment made that will expand the definition of "farm animal" to include "a honeybee kept in a managed colony." *Id.* at § 87.001(2-b).

4. *Modification to sign language*

The bill also makes two changes to the required warning that must be posted by a farm animal professional, farm owner, or lessee. *Id.* at § 87.005(c). The sign will add a farm owner or lessee to the list of those not liable and will state that the non-liability offered by the Act applies to both employees and independent contractors. *Id.*

5. *Inclusion of Employees and Independent Contractors*

Previously, there had been disagreements in lower court opinions regarding whether the Farm Animal Liability Act applied to independent contractors and/or employees who were injured. *See, e.g., Young v. McKim*, 373 S.W.3d 776 (Tex. Ct. App. – Houston 14th Dist. 2012) (FALA applied as defense to claim by injured independent contractor); *Dodge v. Durdin*, 187 S.W.3d 523 (Tex. Ct. App. – Houston 1st Dist. 2002) (FALA inapplicable when employee was kicked by horse because Act does not apply to injured employees); *Johnson v. Smith*, 88 S.W.3d 729 (Tex. Ct. App. – Corpus Christi 2002) (FALA available defense when independent contractor breeding horses was bit in face). This bill would expressly answer that question in the affirmative, as the language includes both independent contractors and employees in the definition of a "participant." Tex. H.B. 365, 87th Leg. R.S. (2021) at § 87.001(9).

6. *Labor Laws Not Affected*

The bill also expressly provides that nothing in the Farm Animal Liability Act affects the applicability of Chapter 406 of the Labor Code, or an employer's ability to refuse to subscribe to workers' compensation. Tex. H.B. 365, 87th Leg. R.S. (2021) at § 87.0021.

7. *Current Status as of May 19, 2021*

As of the writing of this paper on May 19, 2021, HB 365 has been passed in both the House (April 1, 2021) and Senate (May 19, 2021). The change in law made by this bill would be effective only to causes of action accruing after the effective date of the bill, which would be September 1, 2021.

D. *Lobue v. Hanson*, No. 14-19-00175-CV, 2021 WL _____ Majority Opinion (Tex. Ct. App. – Houston (14th Dist. April 22, 2021).

As the Texas Legislature was considering HB 365, the Fourteenth Court of Appeals in Houston issued an opinion in *Lobue v. Hanson*, a case involving a wedding venue, jealous horse, and an injured bridesmaid.

1. Background

Todd Hanson owns a fifty-six acre property in Crosby, Texas which he rents as a wedding venue called The Barn at Four Pines Ranch. *Id.* at 2. The weddings are held in a barn on the property. Cattle and horses are on the property, but there is a fence separating the livestock from the barn. *Id.*

When the bride and groom arrived on their wedding day, they noticed that the horses were in the area that should have been enclosed for the attendees. *Id.* About an hour before the wedding

began, Melissa Lobue, a bridesmaid, walked over to the horses and began to pet one named Shiloh. *Id.* When she moved to pet a second horse, "Shiloh disagreed, and grabbed her by the arm, shook her, and tossed her to the ground." *Id.*

2. Lower Court Litigation

Lobue filed suit against Hanson for damages. *Id.* She filed a premises liability claim, alleging that Hanson failed to warn her about the horse, failed to warn of his viscous tendencies, and that by leaving the horse loose, unattended, and in an unsafe place, he breached the duty to keep the property in a reasonably safe condition. *Id.* at 2-3. She also alleged negligence, based on Hanson's failure to warn, failure to properly handle the horse, and having the horse in an unsafe place. *Id.*

Hanson responded seeking to dismiss the case on two grounds: (1) the Farm Animal Liability act precludes her claims; and (2) the uncontroverted evidence that Hanson was not aware of Shiloh displaying any dangerous tendencies, thereby defeating a required element of her negligence claims. *Id.* at 3.

The trial court granted summary judgment in Hanson's favor, dismissing her claims. *Id.* at 4.

3. Appellate Court Opinion

In April 2021, the Fourteenth Court of Appeals in Houston affirmed the dismissal. *Id.* at 1. The Court first addressed the applicability of the FALA, and then discussed the possible applicable exceptions.

a. Applicability of FALA

The Farm Animal Liability Act precludes liability against "any person…" for "property damages or damages arising from the personal injury or death of a participant in a farm animal activity or livestock show if the property damage, injury, or death results from the dangers or conditions that are an inherent risk of a farm animal activity…" Tex. Civ. Prac. & Remedies Code § 87.003. An inherent risk is broadly defined by statute, including "the propensity of a farm animal to behave in ways that may result in personal injury or death to a person on or around it…" *Id.*

The court noted that in order to successfully qualify for the immunity offered by the Farm Animal Liability Act, Hanson had to prove the following: (1) Hanson qualified to seek protection under the Act; (2) Lobue was a "participant"; (3) in a farm animal activity; and (4) the injury was a result of an inherent risk. *Lobue v. Hanson*, *supra* at 6.

The parties agreed that the first and fourth elements were met. Hanson qualified as "any person" and an unfamiliar person approaching and petting horses involves an inherent risk. *Id.* at 7. The parties disagreed, however, as to whether the second and third elements were met. *Id.*

The Act defines participant as "a person who engages in a farm animal activity, without regard to whether the person is an amateur or professional, or whether the person pays for the activity or participates in the activity for free." Tex. Civ. Prac. & Remedies Code§ 87.001. As discussed at length in Section II above, in 2020, Texas Supreme Court held that the Act applies to participants at shows, exhibitions, rodeos, and trail rides generally, but does not apply to ranch employees injured in the course of their employment. The Act includes a number of actions in the definition of "farm animal activity" including an "event…that involves farm animals" and handling farm animals." Tex. Civ. Prac. & Remedies Code§ 87.001. Neither the term "handling" nor "event" are defined in the Act. *Lobue v. Hanson*, *supra* at 6.

Lobue claims she was not a participant because she was not engaged in a farm animal activity. *Id.* at 8. Hanson, on the other hand, claims her injuries occurred while "handling" Shiloh, and as part of an "event" involving a farm animal, fitting squarely within the statue. *Id.* The court looked at the dictionary and USDA regulatory definitions of handling and ruled that the trial court did not err in holding that by petting him, Lobue "handled" Shiloh. *Id.* at 8-9. By petting the horse, "she was 'handling' him in this literal sense of the term" making her a participant in a farm animal activity. *Id.* at 9.

Lobue mentioned in passing that the Act does not apply when a "spectator" is injured (rather than a participant) but the court noted that she did not adequately brief that issue or offer evidence or explanation why she should be considered a spectator. *Id.* at 10.

Further, the appellate court held that the trial court would not have erred to find the wedding qualified as an "event…that involves farm animals" also falling within the definition of a farm animal activity. *Id.* at 9. The venue's website mentions livestock on the property as an attraction and offers pictures with the horses as part of the wedding

package options. *Id.* Hanson testified that as part of the contract with the bride and groom, he advised them to warn guests not to approach the animals, indicating that the parties at least contemplated possible interaction with the cattle and horses. *Id.* at 10.

b. Exceptions to the FALA

Lobue also claimed that the trial court failed to find that an exception to the Farm Animal Liability Act applied, meaning that the Act's protections were inapplicable to Hanson.

First, she claims that Hanson failed to post warning signs as required for a farm animal professional under the statute. *Id.* at 10. The court agreed that the signage was not present, but held that the requirement of signs "is not in fact a statutory exception to the liability shield." *Id.*at 10-11. The court indicated that the signage requirement was not listed in the same statutory section as the other exceptions to the applicability of the Act. "While the provision mandates signage, it is without any defined penalty for non-compliance." *Id.*at 11. Thus, despite the lack of signs, the court held this did not preclude the Act's protections from applying to Hanson. *Id.*

Second, Lobue raised the exception stating that the limitation of liability does not apply if "a person provided the farm animal or livestock animal and the person did not make a reasonable and prudent effort to determine the ability of the participant to engage safely in the farm animal activity or livestock show and determine the ability of the participant to safely manage the farm animal or livestock animal, taking into account the participant's representations of ability." *Id.* at 11. The court held this exception inapplicable because she did not allege it was this lack of effort that caused her damages. *Id.*

Thus, the court sided affirmed the trial court's dismissal of the case. *Id.* at 12.

4. Concurring Opinion

Judge Spain wrote a one-sentence concurrence, saying that he agrees with the outcome, but wants to note that the court does not and need not address how the "spectator" status relates to the summary judgement motion. *Lobue v. Hanson*, No. 14-19-00175-CV (Spain, J., concurring).

E. Conclusion

As this paper discusses, there has been much analysis and discussion of the Texas Farm Animal Liability Act in the last year. For rural livestock owners, this statute is particularly important to be aware of and in compliance with in the event an injury does occur.

II. AGRICULTURAL LAW RESOURCES

There are a number of agricultural law resources available. The following is a list of many that may be of use to practitioners in Texas:

- State Bar of Texas John Huffaker Ag Law Course
- Texas Agriculture Law Blog (www.agrilife.org/texasaglaw)
- Ag Law in the Field Podcast (www.aglaw.libsyn.com or your favorite podcast app)
- Owning Your Piece of Texas: Key Laws Texas Landowners Need to Know
    - Handbook: https://bit.ly/32l5CLL
    - Online Course: https://agrilifelearn.tamu.edu/
- Texas Oil and Gas Lawyer Blog (www.oilandgaslawyerblog.com)
- National Agricultural Law Center (https://nationalaglawcenter.org/)
- Rincker Law PLLC Blog (https://rinckerlaw.com/blog/)
- Janzen Ag Law Blog (https://www.aglaw.us/janzenaglaw/)
- Schroeder Ag Law Blog (https://www.aglaw.us/janzenaglaw/)
- Maryland Risk Management Education Blog (https://www.agrisk.umd.edu/)
- Ohio State Farm Office Blog (https://farmoffice.osu.edu/blog)