



U of M Horse Newsletter

Providing research-based information to Minnesota Horse Owners

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Research Update: Whole Body Vibration

Four universities have recently looked at the effects that whole-body vibration (WBV) plates have on different classes of horses as well as different physiological aspects of the horse. All studies utilized WBV plates at 50 Hz.

Research out of Michigan State University tested the effects of WBV on various parameters such as lameness and flexion test scores, stride length, and heart rate. The acute phase of this study consisted of one 30-min treatment, and the prolonged phase lasted 3 weeks, with treatments taking place 5 days per week. Findings suggest no differences between treatment and control groups. Although subjective, it was consistently noted that behavior improved throughout the 3 week prolonged phase - all treated horses stood better and appeared to relax with each treatment while control horses were restless by comparison. **It could be questioned whether this observed change warrants WBV treatment given few other measured differences but it could explain the belief had by many in the horse industry that the treatment is beneficial.**

A study from Texas A&M determined the effects of WBV on select muscle metabolites in yearling horses on stall rest. Horses completed WBV on a vibration plate 30 min per day, 5 days per week for 4 months. Blood serum was collected on days 0, 30, 60, and 120 before a 30-min turnout, and after turnout (control group only) or vibration (treatment group only). **WBV of young horses on stall rest does not provide significant sustained muscular benefits. Further studies using uniform muscle biopsies and hourly blood collections post-vibration are recommended for**

further understanding of the potential therapeutic applications of WBV.

A study from Middle Tennessee State University looked at the effects of WBV on bone density and other parameters in healthy, exercising horses. Horses exercised (moderate intensity) for 1 hour, 6 days per week on a mechanical exerciser. Treatment horses received WBV treatment for 45 min, 5 days per week. X-rays of the cannon bone were taken at days -28, 0, and 28 for determination of bone density. **The results suggest in normal exercising horses, WBV does not further increase bone mineral content, influence markers of bone metabolism, or increase stride length. However, a decrease in heart rate may suggest the treatment is well accepted or may decrease pain, which merits further investigation.**

The fourth study was completed out of Otterbein University and examined the effect of WBV on hoof growth. During Trial 1, horses in the experimental group stood on the plate for 15 min per day, 5 days per week. During Trial 2, horses in the experimental group stood on the plate for 20 min per day, 5 days per week. On the first day of each trial, a Dremel scoring tool was used to make a mark at the quarters of each hoof, just under the coronary band. As the hoof grew, this mark allowed measurement of how much growth occurred by measuring the distance from the mark to the coronary band. **This study showed no significant hoof growth rate increase with the use of WBV at 15 or 20-min sessions, 5 days a week.**

Summarized by Devan Catalano, MS,

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Upcoming Events

Equine Pasture

Management Program

One farm visit and a customized pasture and grazing management plan
April 1 - August 1, 2018
\$650 per farm
Registration opens 4/1/2018

Lunch and Learn Webinar

Understanding the Equine Liability Act

March 20 at noon (CST)

To join the FREE webinar, click [here](#).

Minnesota Horse Expo

April 27-29, 2018
MN State Fairgrounds
St. Paul, MN

Visit (and share) our

[Webinar Library](#) for recorded lectures on over 20 horse-related topics.

Check out our latest horse-

related videos on our [YouTube channel!](#)

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Transferring Your Equine Liability Risk to Another Party

Last month, we emphasized the effectiveness of limiting your equine liability by using written liability releases and ensuring you are covered by the appropriate insurance. Another important tool in protecting yourself against liability is the indemnity agreement. Indemnity agreements are contractual risk-transfer mechanisms, whereby one party (the indemnitor) effectively agrees to absorb another party's (the indemnitee) costs, expenses and liabilities that have been or may be incurred with respect to injury or damage. For example, a boarding facility may require a boarder (the indemnitor) to defend, indemnify and hold harmless the facility and its employees and agents (the indemnitees) against any and all loss, liability, claims, attorneys' fees or costs that may be incurred for injury or damage caused in whole or in part by the boarder, the boarder's horse, or the boarder's guests and invitees. Indemnity agreements may and should be used in conjunction with written releases of liability.

In addition to the release language and indemnification provision, written liability waivers should also include the following terms and conditions to provide even greater liability limits and protections:

- A provision where the participant expressly assumes the inherent risks of equine activities and the inherent risks identified in Minnesota's equine liability statute, as well as examples of each.
- A provision limiting property damage, including lost, damaged, or stolen tack and equipment, as well as injury or death of the horse, to a nominal dollar amount (i.e. \$250 or \$500).
- A provision limiting the statute of limitations (time period within which a surviving claim can be brought) to 1 year, rather than the statutory amount of time under Minnesota law for property damage (6 years) or breach of contract (6 years).
- A provision where the governing law and forum for any dispute is contractually agreed to so that a surviving claim must be brought in a location that is convenient for you to appear and defend.
- A provision that enables you to recover from the other party any attorneys' fees you incurred in enforcing a contract, including a liability release or indemnity agreement. Without this provision, Minnesota law does not provide for the recovery of legal fees you incur.
- A certification provision where the signatory acknowledges that he/she has other horses or facilities to choose from, and that he/she is entering into these agreements voluntarily and without reliance on any verbal agreement or unwritten warranties or other representations. This provision can eliminate arguments that you promised any terms or conditions not actually included in the written agreement.

To ensure your written agreements are unambiguous and enforceable under Minnesota law, as well as broad enough to fully encompass the intended risk transfer, you should consult with an experienced attorney who can help draft an agreement specifically tailored to your needs.

To summarize this three-part series, there are several effective ways to address and minimize your equine liability. While Minnesota's equine liability statute, Minn. Stat. § 604A.12, provides limited protections to those in the equine industry, other strategic approaches to further limiting your risk include written liability releases, waivers, and indemnification agreements, operating under a separate legal entity, and maintaining the proper insurance. Note that it is critical to think strategically and plan ahead before you experience a loss, or are subject to a claim or lawsuit, in order to benefit from the advantages provided by each of these methods.

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Suzanne Jones and Yvonne Ocrant are partners with the law firm Hinshaw & Culbertson LLP. The information in this article is intended for informational purposes only and is not for the purpose of providing legal advice.