

## LANDOWNER POLICY

Dear Landowner:

The State of NH, Bureau of Trails (part of the Division of Parks & Recreation in the Department of Natural and Cultural Resources) is pleased to provide all registered landowners, that allow public snowmobile and/or off highway recreational vehicle (OHRV) trails on their property, a Commercial General Liability Insurance policy underwritten by Cincinnati Insurance Company. NH takes pride in its opportunities for outdoor recreation, and we enjoy being able to offer these opportunities to our many guests from out of town or out of state. The majority of these activities, particularly motorized sports, take place on private lands. As much as 80% of NH's motorized trails are located on private property. It is the generosity of private landowners that allows NH residents and guests to use more than 6 million acres for varied recreational pursuits.

The policy provides coverage of registered landowners, other than the State of New Hampshire, who allow their land to be used for participation in the New Hampshire OHRV and/or Snowmobile Trails Programs, or the New Hampshire Heritage Trail Program. For liability protection the landowner's name and property information must be provided to the Bureau of Trails annually by the club they have given property permission use to. Clubs update this information to the Bureau annually, and whenever there is a change in landowner permissions.

The Commercial General Liability Policy provided by Cincinnati Insurance Company has a limit of \$1,000,000 per occurrence with a \$1,000,000 aggregate for bodily injury and property damage as a result of a covered loss. In addition, they provide an excess Liability Policy of \$1,000,000 of coverage for each occurrence and \$1,000,000 aggregate. The two policies combined provide a total limit of \$2,000,000 aggregate for each covered loss.

If a registered landowner is seeking a Certificate of Insurance (COI), they should contact the club they have given land usage permission to, and the club will reach out to the Bureau of Trails. If a registered landowner has questions regarding the liability coverage policy, they should contact the Bureau's insurance broker, USI Insurance Services, at (603) 665-6135, Executive Park Drive, Suite 300, Bedford, NH 03101.

Thank you for helping to make the State of New Hampshire's, Bureau of Trail's Programs such a success!

*Christopher Gamache, Chief*

## Public Use of Private Land is a Privilege!

It has been a tradition throughout New Hampshire for landowners to allow use of their land for the recreational pursuits of others. However, this time tested tradition is threatened by inappropriate uses of these lands. More than ever before, trail users recognize they must do their part in caring for the lands they enjoy having access to, in order to protect this privilege. Don't let it end with you!

### Contact Organizations:

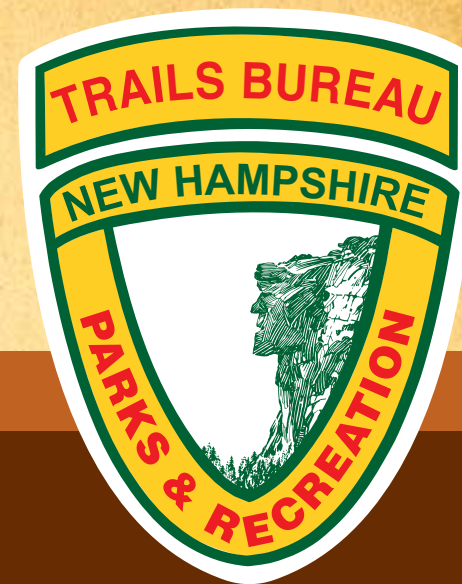
**NH Bureau of Trails**  
172 Pembroke Road  
Concord, NH 03301  
603-271-3254  
nhtrails.org  
nhtrails@dncr.nh.gov

**NH Fish & Game Department**  
11 Hazen Drive  
Concord, NH 03301  
603-271-3127 (Law Enforcement Division)  
wildlife.state.nh.us

**NH Snowmobile Association**  
614 Laconia Road, Suite 4  
Tilton, NH 03276  
603-273-0220  
nhsa.com

**NH Off Highway Vehicle Association**  
PO Box 96  
Cornish Flat, NH 03746  
413-200-8061  
info@nhohva.org  
nhohva.org

## NEW HAMPSHIRE Bureau of Trails



## Landowner Partnership

Dear Landowner:

This brochure was given to you by the  
(club or organization):

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

NH Department of Natural and Cultural Resources  
Division of Parks and Recreation  
**Bureau of Trails**  
172 Pembroke Rd  
Concord, NH 03301

## NH Laws Addressing Landowner Concerns

NH property owners should be aware of the following laws (Revised Statutes Annotated), which cover diverse uses of property, ranging from sight-seeing to the use of off highway recreational vehicles. These laws have been challenged in courts and continue to remain intact and proven in their ability to afford landowners liability protections.

### RSA 212:34 DUTY OF CARE

#### I. In this section:

(a) “Charge” means a payment or fee paid by a person to the landowner for entry upon, or use of the premises, for outdoor recreational activity.

(b) “Landowner” means an owner, lessee, holder of an easement, occupant of the premises, or person managing, controlling, or overseeing the premises on behalf of such owner, lessee, holder of an easement, or occupant of the premises.

(c) “Outdoor recreational activity” means outdoor recreational pursuits including, but not limited to, hunting, fishing, trapping, camping, horseback riding, bicycling, water sports, winter sports, snowmobiling as defined in RSA 215-C:1, XV, operating an OHRV as defined in RSA 215-A:1, V, hiking, ice and rock climbing or bouldering, or sightseeing upon or removing fuel wood from the premises.

(d) “Premises” means the land owned, managed, controlled, or overseen by the landowner upon which the outdoor recreational activity subject to this section occurs.

(e) “Ancillary facilities” means facilities commonly associated with outdoor recreational activities, including but not limited to, parking lots, warming shelters, restrooms, outhouses, bridges, and culverts.

II. A landowner owes no duty of care to keep the premises safe for entry or use by others for outdoor recreational activity or to give any warning of hazardous conditions, uses of, structures, or activities on such premises to persons entering for such purposes, except as provided in paragraph V.

(a) Except as provided in paragraph V, a landowner who permits the use of his or her land for outdoor recreational activity pursuant to this section and who does not charge a fee or seek any other consideration in exchange for allowing such use, owes no duty of care to persons on the premises who are engaged in the construction, maintenance, or expansion of trails or ancillary facilities for outdoor recreational activity.

III. A landowner who gives permission to another to enter or use the premises for outdoor recreational activity does not thereby:

(a) Extend any assurance that the premises are safe for such purpose;

(b) Confer to the person to whom permission has been granted the legal status of an invitee to whom a duty of care is owed; or

(c) Assume responsibility for or incur liability for an injury to person or property caused by any act of such person to whom permission has been granted, except as provided in paragraph V.

IV. Any warning given by a landowner, whether oral or by sign, guard, or issued by other means, shall not be the basis of liability for a claim that such warning was inadequate or insufficient unless otherwise required under subparagraph V(a).

V. This section does not limit the liability which otherwise exists:

(a) For willful or malicious failure to guard or warn against a dangerous condition, use, structure or activity;

(b) For injury suffered in any case where permission to enter or use the premises for outdoor recreational activity was granted for a charge other than the consideration if any, paid to said landowner by the state;

(c) When the injury was caused by acts of persons to whom permission to enter or use the premises for outdoor recreational activity was granted, to third persons as to whom the landowner owed a duty to keep the premises safe or to warn of danger; or

(d) When the injury suffered was caused by the intentional act of the landowner.

VI. Except as provided in paragraph V, no cause of action shall exist for a person injured using the premises as provided in paragraph II, engaged in the construction, maintenance, or expansion of trails or ancillary facilities as provided in paragraph II-a, or given permission as provided in paragraph III.

VII. If, as to any action against a landowner, the court finds against the claimant because of the application of this section, it shall determine whether the claimant had a reasonable basis for bringing the action, and if no reasonable basis is found, shall order the claimant to pay for the reasonable attorneys’ fees and costs incurred by the landowner in defending against the action.

VIII. It is recognized that outdoor recreational activities may be hazardous. Therefore, each person who participates in outdoor recreational activities accepts, as a matter of law, the dangers inherent in such activities, and shall not maintain an action against an owner, occupant, or lessee of land for any injuries which result from such inherent risks, dangers, or hazards.

The categories of such risks, hazards, or dangers which the outdoor recreational participant assumes as a matter of law include, but are not limited to, the following: variations in terrain, trails, paths, or roads, surface or subsurface snow or ice conditions, bare spots, rocks, trees, stumps, and other forms of forest growth or debris, structures on the land, equipment not in use, pole lines, fences, and collisions with other objects or persons.

### LANDOWNER LIABILITY LIMITED (RSA 508:14)

I. An owner, occupant, or lessee of land, including the state or any political subdivision, who without charge permits any person to use land for recreational purposes or as a spectator of recreational activity, shall not be liable for personal injury or property damage in the absence of intentionally caused injury or damage.

II. Any individual, corporation, or other nonprofit legal entity, or any individual who performs services for a nonprofit entity, that constructs, maintains, or improves trails for public recreational use shall not be liable for personal injury or property damage in the absence of gross negligence or willful or wanton misconduct.

III. An owner of land who permits another person to gather the produce of the land under pick-your-own or cut-your-own arrangements, provided said person is not an employee of the landowner and notwithstanding that the person picking or cutting the produce may make remuneration for the produce to the landowner, shall not be liable for personal injury or property damage to any person in the absence of willful, wanton, or reckless conduct by such owner.

### INHERENT DANGERS OF OHRV OPERATION (RSA 215-A:5-C) & POSTED LAND (RSA 215-A:55, II) FOR SNOWMOBILES

It is recognized that OHRV (snowmobile) operation may be hazardous. Therefore, each person who drives or rides an OHRV (snowmobile) accepts, as a matter of law, the dangers inherent in the sport, and shall not maintain an action against an owner, occupant, or lessee of land for any injuries which result from such inherent risks, dangers, or hazards. The categories of such risks, hazards, or dangers which the OHRV (snowmobile) user assumes as a matter of law include, but are not limited to, the following: variations in terrain, trails, paths, or roads, surface or subsurface snow or ice conditions, bare spots, rocks, trees, stumps, and other forms of forest growth or debris, structures on the land, equipment not in use, pole lines, fences, and collisions with other operators or persons