



## Snowmobile Access Permission (2023)

Permission is hereby granted to the **Moultonborough Snowmobile Club (MSC)** to provide **Snowmobile** access on my property. It is understood, that use of my property, for snowmobile access and trail maintenance in no way makes me liable or responsible for accidents which may occur because of others using my property, as provided for as provided for in Chapter 212, Section 34, Laws of the State of New Hampshire (RSA 212:34 Duty of Care). The locations open for snowmobile use will be reviewed and approved by me.

There shall be **no fee** for the use of this property. The Moultonborough Snowmobile Club **agrees to mark, sign and maintain** the trail through the property in a proper and safe manner for use during the snowmobile season. Trail maintenance typically occurs in the fall. The snowmobile season runs between December 15 through March, weather permitting.

This agreement shall be indefinite, and can be terminated by either party, with thirty (30) days written notification. If a temporary closure is required, or other issues, please contact the club immediately. The club maintains a web page for property owners at <http://moultonborosmc.org/property-owners/>

Property Description – location Address, Lot number (if known), any requirements or restrictions (use another sheet if necessary)

Date Signed:

Signature Section

Landowner (Print Name) \_\_\_\_\_

Landowner (Signature) \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_  
Town State Zip Code

Email \_\_\_\_\_

Telephone: \_\_\_\_\_ Alternate Telephone: \_\_\_\_\_

Please return this to a club officer or mail it to Moultonboro Snowmobile Club, PO Box 118, Moultonboro, NH 03254 If you have questions, send email to [info@moultonborosmc.org](mailto:info@moultonborosmc.org)

## NH Liability Protection Laws for Snowmobile Trail Landowners

NH Bureau of Trails Landowner Partnership Brochure [https://www.nhstateparks.org/getmedia/2f3e2f79-c3d0-4074-b7a9-a430a8746408/landowner-partnership-brochure\\_2020.pdf](https://www.nhstateparks.org/getmedia/2f3e2f79-c3d0-4074-b7a9-a430a8746408/landowner-partnership-brochure_2020.pdf) New Hampshire Snowmobile Association information for landowners; <https://nhsa.com/nh-landowners-make-snowmobiling-possible/>

### TITLE LII ACTIONS, PROCESS, AND SERVICE OF PROCESS - CHAPTER 508 - LIMITATION OF ACTIONS

Section 508:14 <<http://www.gencourt.state.nh.us/rsa/html/LII/508/508-14.htm>>

#### 508:14 Landowner Liability Limited. –

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.

### TITLE XVIII - FISH AND GAME - CHAPTER 212 - PROPAGATION OF FISH AND GAME - Liability of Landowners

Section 212:34 <<http://www.gencourt.state.nh.us/rsa/html/XVIII/212/212-34.htm>>

#### 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.

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.

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 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.