



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES
RISK MANAGEMENT DIVISION
CROSS OFFICE BUILDING
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JANET T. MILLS
GOVERNOR

KIRSTEN FIGUEROA
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DIRECTOR

November 8, 2021

ATV Trail Liability Insurance Program

The ATV trail liability insurance program will continue for another year – January 1, 2022 to January 1, 2023. This insurance has an established occurrence limit of \$400,000 per the Maine Tort Claims Act and \$500,000 for those companies with which the Department of Agriculture, Conservation and Forestry is required by contract to have that amount. It includes any and all defense costs within the limit of liability.

This self-insurance program provides liability insurance for all associations, organizations or individuals who own, maintain, occupy or lease property on which the Department of Agriculture, Conservation and Forestry has approved a trail under its ATV Trails program. It should be understood this insurance provides defense and indemnification only for matters pertaining to the maintenance of approved trails and recreational activities as described in the land use laws on those trails. It does not insure the maintenance, ownership or use of any ATV or other motorized equipment.

All potential claims should be reported to this office at once. If you have any questions with regard to this insurance program, please contact Risk Management Division at 1-800-525-1252.

Sincerely,

Suzanne Murphy
Suzanne Murphy

STATE OF MAINE SELF INSURANCE FUND

POLICY #: **IMF22/524**

RENEWAL OF: **IMF21/524**

POLICY TERM: **January 1, 2022 to January 1, 2023**

NAMED INSURED: **Department of Agriculture, Conservation and Forestry (DACF)**

ADDITIONAL INSUREDS: **ATV (all-terrain vehicle) associations, organizations or individuals who (A) own, maintain, occupy or lease property on which DACF has approved ATV trails and (B) have signed an approved DACF agreement for the ATV Trails Program.**

LIMIT OF LIABILITY: **\$400,000 per occurrence, unless otherwise approved by contract in which case the limit of liability per occurrence is \$500,000, inclusive of defense costs.**

DEDUCTIBLE: **\$1,000 per occurrence.**

COVERED LOCATIONS AND/OR ACTIVITIES

Recreational activities conducted out of doors, including, but not limited to hunting, fishing, trapping, camping, hiking, bicycling, sightseeing, operating ATV, snow traveling vehicles, or skiing occurring on ATV trails which at the time of the occurrence were approved and recorded by the named insured, DACF, as part of the ATV Trails Program.

COVERAGE: This program of insurance provides for the defense and or indemnification of third-party liability claims that may arise from recreational activities, which the above insureds may be engaged in. This program of insurance does not waive or abrogate any immunities that may exist or expand any liability that may exist under common law, case law, title 14 of the Maine Revised Statutes Annotated (MRSA) section 159-A or the Maine Tort Claims Act title 14 MRSA chapter 741.

EXCESS INSURANCE: This program of insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis. When this insurance is excess, we will have no duty to defend any claim or suit that any other insurer has the duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of: (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and (2) The total of all deductible and self-insured amounts under all that other insurance.

CONDITIONS

- 1) This insurance coverage does not expand the limits of liability or abrogate the immunities contained in Maine laws, any other State laws or Federal laws.
- 2) When an occurrence which would reasonably be construed to give rise to a claim under this program becomes known to an insured under this program, said insured will submit a written report of the occurrence to Risk Management Division within 10 working days or Risk Management Division will reserve their rights to defend or indemnify the insured.
- 3) No Insured shall, except at his own expense, voluntarily make payment, assume any obligation, or incur any expense; except for First Aid without the consent of Risk Management Division.

EXCLUSIONS

- 1) Motorized equipment including but not limited to motor vehicles, motorized trail grooming devices, special mobile equipment, trailers, and ATVs are excluded from coverage under this policy.
- 2) Willful or malicious failure by any insured to guard or to warn against a dangerous condition, use, structure or activity.
- 3) Any injury suffered in any case where permission to pursue any recreational or harvesting activities was granted for a consideration other than the consideration, if any, paid to the following:
 - A. The landowner or the landowner's agent by the State; or
 - B. The landowner or the landowner's agent for use of the premises on which the injury was suffered. Provided that the premises are not used primarily for commercial recreational purposes and that the user has not been granted the exclusive right to make use of the premises for recreational activities; or
- 4) Any injury caused by acts of persons to whom permission to pursue any recreational or harvesting activities was granted, to other persons to whom the person granting permission, or the owner, lessee, manager or occupant of the premises, owed a duty to keep the premises safe or to warn of danger.

SUBROGATION

If the Insured Entity or the Insured Person has rights to recover all or part of any payment we have made under this insurance program, those rights are transferred to us. The Insured Entity or Insured Person must do nothing after loss to impair our rights to subrogation. At our request, the Insured Entity or Insured Person will bring suit or transfer those rights to us and help us enforce them.

COOPERATION

Any person seeking defense and indemnification under this program of insurance agrees to fully cooperate with Risk Management Division.

The State of Maine, Department of Administrative and Financial Services, Office of the State Controller, Risk Management Division reserves the right to modify all or any part of this program (including the coverage provided) or to cancel this program at any time in writing to the Named Insured, Department of Agriculture, Conservation and Forestry (DACF).



Suzanne Murphy, Director
Risk Management Division

11/8/2021

Date