A Look at the Liability Issues Associated with Summertime Activities
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Introduction
With the snows of winter finally melting and a hint of spring in the air, we can rest assured (and certainly hope) that summer is just around the corner. For most, this means out with the boots and snow shovels and in with the flip flops and barbecue grills. For attorneys, claim supervisors and underwriters however, the change in seasons means something altogether different. We begin to see a decline in snow and ice related slip and fall claims and a corresponding rise in claims arising out of activities that are as synonymous with summer as sun block and iced tea.

To help you manage these anticipated claims, we have prepared an overview of New York Law and its treatment of cases involving summertime activities such as attendance at summer camps; horseback riding; swimming; and participation in sporting events, etc. With each particular activity, we will discuss some of the theories of liability that are commonly asserted and the manner in which they are addressed by the trial and appellate courts.

“Waiver/limitation of liability”
Please don’t be scared by this subject heading, we’re only introducing an important aspect of our discussion-hold harmless agreements. Besides, what would be the purpose of reading any further if we disclaimed everything we had to say?

We have all seen them. We have all signed them and some of us have actually read the fine print contained in them. But what do hold harmless agreements and liability waivers really mean? Can someone really be insulated from liability when their actions or inaction have caused injury to life, limb or property? Are these agreements enforceable? Like the answer to so many legal questions, the answer is “That depends.”

New York’s General Obligations Law § 5-326 covers such waivers and in certain circumstances, declares them null and void as against public policy. The language of § 5-326 is as follows:

> Agreements exempting pools, gymnasiums, places of public amusement or recreation and similar establishments from liability for negligence void and unenforceable—every covenant, agreement or understanding in or in connection with, or collateral to, any contract, membership application, ticket of admission or similar writing, entered into between the owner or operator of any pool, gymnasium, place of amusement or recreation, or similar establishment and the user of such facilities, pursuant to which such owner or operator receives a fee or other compensation for the use of such facilities, which exempts the said owner or operator from liability for damages caused by or resulting from the negligence of the owner, operator or person in charge of such establishment, or their agents, servants or employees, shall be deemed to be void as against public policy and wholly unenforceable.

The key elements of § 5-326 that will determine whether a liability waiver will be upheld are whether the activity in question is instructional or recreational and whether a fee is collected for the use of a facility. For example, in Wurzer v. Seneca Sport Parachute Club, 66 A.D.2d 1002, 411 N.Y.S.2d 763 (4th Dept. 1978), plaintiff, who was injured in a skydiving accident, initiated suit against the defendant. Defendant interposed an affirmative defense that the suit was barred by plaintiff’s execution of a liability waiver.

The court granted plaintiff’s motion to dismiss the affirmative defense, holding that the defendant’s business was recreational rather than educational. This determination was based in part on defendant’s admission in its answer that it operated a parachute jumping and recreation center.
Compare this with Scrivener v. Sky’s the Limit, Inc., 68 F.Supp.2d 277 (S.D.N.Y. 1999), where a federal judge applying New York Law upheld a waiver of liability clause executed by a skydiving participant because plaintiff’s participation was considered to be educational rather than recreational. The court based its determination on several factors including the language of the waiver, which clearly expressed plaintiff’s intention to relieve the defendant of any liability based on active or passive negligence. Plaintiff was also administered a test, which demonstrated his appreciation of the risks associated with skydiving and his acknowledgment of the waiver. Finally, the court acknowledged that the fee paid by plaintiff was for instructional costs, rather than for usage.

Based on a comparison of the Wurzer and Scrivener holdings, one can see a thin line between those activities that are considered recreational and those that are considered to be educational. Perhaps the best way to draw the distinction is to look at examples from opposite ends of the spectrum.

In Long v. State of New York, 158 A.D.2d 778, 551 N.Y.S.2d 369 (3d Dept. 1999) plaintiff made a charitable donation of $5 in exchange for the opportunity to dive into a pool filled with gelatin. Prior to his plunge, Mr. Long signed a form entitled “Waiver and Release”, which like many people, he did not read. Unfortunately for Mr. Long, due to difficulties in obtaining enough boiling water and appropriate refrigeration for the pool, the gelatin did not fully form and had the consistency of water. Since the “gelatin” was colored and foamy, Mr. Long could not see the bottom of the pool prior to his dive. Upon impact, he suffered a fractured ankle and a broken toe.

The defendants moved to dismiss based on Mr. Long’s execution of the aforementioned waiver. The court denied the motion holding that due to the condition of the gelatin, Mr. Long was not aware of the risks involved in the jump. Therefore, he could not have been considered to have assumed them, regardless of what was contained in the waiver.

On the other end of the spectrum is Salazar v. Riverdale Riding Corporation, 183 Misc.2d 145, 701 N.Y.S.2d 879 (S. Ct. Nassau Co. 1999). There, plaintiff/decedent was a riding student who suffered injuries after being thrown from her horse. The court dismissed the complaint based on a waiver of liability form. Although plaintiff’s counsel argued that by operation of General Obligations Law § 5-326, the waiver should have been declared null and void, the court held otherwise. In rendering its decision, the court considered that tuition was paid for the riding lessons, that the defendant’s facility was dedicated to instruction and that it did not conduct trail rides.

Contrast this with Filson v. Cold River Trail Rides, Inc., 242 A.D.2d 775, 661 N.Y.S.2d 841 (3d Dept. 1997), where a participant in a two-day wilderness trail ride was injured while attempting to mount her horse. Defendant’s motion for summary judgment based on plaintiff’s execution of a waiver of liability was denied because the waiver was in violation of General Obligations Law § 5-326. The basis of this finding was that the trail ride was clearly a recreational activity.

Now that we have seen both ends of the spectrum, try to determine whether a waiver of liability form would be enforceable under the following scenario that came from an actual case:

Plaintiff, accompanied by several other divers, was participating in a deep sea SCUBA diving expedition to the sunken ocean liner, the Andrea Doria. The wreck lies beneath 240 feet of water off the coast of Long Island. Prior to this dive, plaintiff completed the following SCUBA courses: Open Water Diver; Advanced Open Water Diver; Deep Water Diver; Cave Diver; and several other advanced certifications.

Part of the reason for diving the Andrea Doria was to obtain a specific technical certification. While diving the wreck, plaintiff would be supervised, though he would not be required to perform any deep water diving techniques.

Prior to the dive, plaintiff executed several waivers that carefully outlined the risks and dangers associated with such an ultra hazardous dive and the qualifications to make such a dive. The waivers were so harsh that many people would be hesitant to even go snorkeling after reading them! It goes without saying that a fee was paid to participate in the expedition.
After two aborted attempts to reach the wreck, plaintiff was seen in a state of distress at the start of his third dive and later died of drowning.

Like skydiving, it is not easy to determine whether SCUBA diving, at least in this setting, is recreational or educational. In Murley v. Deep Explorers, Inc., 281 F. Supp.2d 580 (E.D.N.Y. 2003), which the above fact pattern was taken from, Mr. Murley’s dive, although it had some recreational aspects, was considered to be educational. Accordingly, the waivers were upheld.

In the event that a waiver of liability form is declared null and void, depending on the facts of a particular case, defendants may still avoid liability based on the assumption of risk doctrine or by citing to any reckless conduct by the plaintiff. However, since the decision in Cupo v. Karfunkel, 1 A.D.3d 48, 767 N.Y.S.2d 40 (2d Dept. 2003), we see a trend in the courts to make assumption of risk and a plaintiff’s culpable conduct questions to be determined by a jury.

Now that we have familiarized ourselves with waivers of liability, we can move on to the various activities and places that we can expect to be sources of claims during the upcoming summer months.

**Summer camps**

In reviewing the litany of cases brought against summer camps, the most prevalent theory of liability is negligent supervision. This is because we often find that the injured parties in such cases are children who presumably, are under the care of others. In these claims, the camps and activity providers into whose custody children are placed are charged with the standard of care of “a reasonably prudent parent.” See Gustin ex rel. Gustin v. Association of Camps Farthest Out, Inc., 267 A.D. 1001, 700 N.Y.S.2d 327 (4th Dept. 1999). “[A] summer camp is duty-bound to supervise its campers as would a parent of ordinary prudence in comparable circumstances…” Phelps v. Boy Scouts of America, 305 A.D.2d 335, 762 N.Y.S.2d 32 at 33 (1st Dept. 2003).

However, while conveying a clear policy to afford children the utmost protection, courts have recognized and spoken to the need to “let kids be kids” so to speak. For example, in Gustin, supra, the court recognized that constant supervision is “neither feasible nor desirable because one of the benefits of such an institution [a summer camp] is to inculcate self-reliance in the campers, which an overly protective supervision would destroy.” Gustin, 700 N.Y.S.2d at 330. In Kosok v. Young Men’s Christian Association of Greater New York, 24 A.D.2d 113, 264 N.Y.S.2d. 123 (1st Dept. 1965), aff’d 19 N.Y. 2d. 935, 281 N.Y.S.2d. 341, 228, N.E.2d. 398 (1967), the court noted that a certain amount of horse play is almost always to be found in gatherings of young people and is generally associated with a children’s camp. The court further noted that such conduct should only to be discouraged when it becomes dangerous.

**Claims arising out of camp activities**

In Fintzi v. New Jersey YMHA-YWHA Camps, 97 N.Y.2d 669, 739 N.Y.S.2d 85 (2001), New York’s highest court recognized the importance of not going too far in protecting children at a summer camp if such measures would frustrate the purpose of sending children to camps in the first place. There, the infant-plaintiff was injured while participating in a relay race that took place on a wet field. As a result of a fall during the race, the infant-plaintiff sustained a fractured arm. Suit was initiated on the infant’s behalf under the theory of negligent supervision. In granting defendant’s motion for summary judgment, the Court of Appeals stated, “[t]o hold defendant liable in this situation would, as the dissenters [in the lower court] observed, ‘so sterile camping…as to render it sedentary.’” 739 N.Y.S.2d at 86.

In Sauer v. Hebrew Institute of Long Island, 17 A.D.2d 245, 233 N.Y.S.2d 1008 (1st Dept. 1962), aff’d, 13 N.Y.2d 913, 243 N.Y.S.2d 859, 193 N.E.2d 642 (1963) a thirteen-year old plaintiff was injured at a summer camp while participating in a water fight that was supervised by camp personnel and was played on a grass covered area. While running away from another camper, the plaintiff slipped on the grass and struck his head on a concrete walkway. In reversing a verdict in favor of the plaintiff, the court held that the defendant, as the operator of the camp, could not reasonably be made responsible in damages for the consequences of every possible hazard of play activity.
Courts have occasionally stepped beyond the “let kids be kids” mantra when considering negligent supervision actions and have placed some responsibility on the campers themselves. In *Gustin, supra*, the infant-plaintiff was injured as a result of a fall from a water tower located on the camp’s property. The plaintiff had wandered away from a supervised campfire under the guise that she was searching for a stick to roast marshmallows. Instead, she climbed the water tower and fell on her way back down.

In granting summary judgment, the court held that the camp’s supervision was not negligent in that the infant-plaintiff told the counselors that she was simply looking for a stick. However, the court noted that even (*Galski v. State of New York*, 289 A.D.2d 195, 733 N.Y.S.2d 695 (2d Dept. 2001); and falling over a crack on a basketball court (*Gamble v. Town of Hempstead*, 281 A.D.2d 391, 721 N.Y.S.2d 385 (2d Dept. 2001)), to name a few.

However, simply because a plaintiff was injured while participating in sporting activities will not, in and of itself, entitle a defendant to summary judgment. For example, knowledge and assumption of the risks involved in the activity must be demonstrated. In *Ellis v. City of New York*, 281 A.D.2d 177, 721 N.Y.S.2d 525 (1st Dept. 2001) a verdict granted in plaintiff’s favor was sustained on appeal despite the trial court’s refusal to charge the jury with the assumption of risk doctrine. The court held that since the infant-plaintiff, who was injured while playing baseball, was not aware of the hole that caused his injury, he could not have assumed the risk associated with coming into contact with it.

Similarly, in *Lapa v. Camps Mogen Avraham Heller Sternberg, Inc.*, 280 A.D.2d 858, 720 N.Y.S.2d 414 (3d Dept. 2001), the defendant was not granted summary judgment due to an issue of fact as to whether the infant-plaintiff, who was injured while playing kickball, was aware of the risks associated with playing kickball in the particular area where he was injured.

Obviously, the assumption of risk doctrine is the strongest defense to cases arising out of participation in sporting events. However, in managing such claims, it is important to keep in mind the holding of *Cupo v. Karfunkel*, 1 A.D.3d 48, 767 N.Y.S.2d 40 (2d Dept. 2003), which supports a plaintiff’s contention that issues regarding assumption of risk are best left to a jury.

**Horseback riding**

There is a long line of case law in New York State holding that the sport of horseback riding carries with it some degree of risk that is assumed by all participants. See *Becker v. Pleasant Valley Farms*, 261 A.D.2d 427 (2d Dept. 1999) lv. to app. denied, 94 N.Y.2d 756 (1999); see also, *Papa v. Russo*, 279 A.D.2d 744 (3d Dept. 2001). These holdings allow horseback riding actions to be defended in a manner similar to sporting activity cases. However, since horseback riding is a somewhat unique activity in that most people do not own their own horses and pay fees to participate (don’t forget our discussion about waivers!) a separate discussion of horseback riding cases is warranted.

In reviewing the cases in this area, and omitting those focusing on the validity of liability waivers, one common element that courts examine in determining whether a plaintiff can be deemed to have assumed the risks of horseback riding is the age and experience of the rider. For example, in *Papa v. Russo, supra*, defendant was granted summary judgment because the plaintiff, though only 14 years old, was considered an experienced rider because she attended riding lessons for two years prior to the accident. Thus, it was held that she assumed the risks inherent in riding. It should also be noted that the riding academy owner was also found to have been free of any negligence that would have caused the accident in question. In *Wendt v. Jacus*, 288 A.D.2d 889, 732 N.Y.S.2d 770 (4th Dept. 2001), summary judgment was granted because in part, the injured rider was familiar with her mount and the terrain upon which she was riding. Such was also the case in *Becker v. Pleasant Valley Farms, supra*, where plaintiff was aware of horse’s poor temperament.

Conversely, in *Morella v. Fletcher Farm*, 288 A.D.2d 447, 733 N.Y.S.2d 891 (2d Dept. 2001), defendant was denied summary judgment because it failed to demonstrate that the plaintiff assumed the appreciable risks of riding. Unfortunately, the decision did not provide the details of the accident or plaintiff’s level of experience.

In *Irish v. Deep Hollow, Ltd.*, 251 A.D.2d 293, 671 N.Y.S.2d 1024 (2d Dept. 1998), plaintiff informed the trail guide that she was an inexperienced rider. Hearing this, the guide assured Ms. Irish that the ride would only be conducted at a walking pace.
Although the ride indeed started at a walk, it eventually increased to a canter, at which time, Ms. Irish fell and was injured. Defendant’s motion for summary judgment was denied. The court held that although plaintiff was deemed to have assumed certain risks involved with horseback riding, there was an issue of fact with regard to the level of risk that was actually assumed.

Aside from falls from horses, we have seen cases where people are injured by horses that are not being ridden. Generally, since New York considers horses to be domestic animals, an owner is not liable for injuries caused by their horses unless he or she knew or should have known that the horse had vicious or violent propensities. See Wordrop v. Koerner, 208 A.D.2d 1147, 617 N.Y.S.2d 946 (3d Dept. 1994). However, owners are held to a negligence standard in the care of their horses. Thus, they are duty bound to prevent any foreseeable harm that their horses may cause. For example, owners must take greater precautions when their horses are in the company of children.

**Swimming**

Naturally, when the weather heats up, people will take to the water to cool off. This can mean lawsuits for the owners of pools and swimming facilities. Like horseback riding and sporting activities, the most common defense to cases involving swimming accidents is assumption of risk. Of course, we also see instances of plaintiff’s reckless conduct and an absence of an owner’s duty to warn as grounds for summary judgment.

In short, New York’s position on swimming pool injury cases is that “[s]ummary judgment is an appropriate remedy . . . when from his or her general knowledge of pools, his or her observations prior to the accident and plain common sense, the plaintiff should have known that if he or she dove into the pool, the area into which he or she dove contained shallow water and thus, posed a danger of injury.” Mason v. Anderson, 300 A.D.2d 551, 752 N.Y.S.2d 390 (2d Dept. 2002) (citations omitted).

Since a majority of the reported swimming pool cases have resulted in dismissals due to the reasons set forth above, it would be more efficient to focus on the instances where summary judgment was denied. One such case is Price v. Kowalski, 258 A.D.2d 637, 685 N.Y.S.2d 800 (2d Dept. 1999). There, plaintiff was rendered a quadriplegic as a result of striking the bottom of a residential swimming pool after diving from a diving board. Although the defendant argued that she did not know of or create the allegedly hazardous condition, to wit, that the pool was too shallow to be equipped with a diving board, plaintiff defeated summary judgment. The basis of plaintiff’s claim was that not only was the pool too shallow in several points and too shallow to have a diving board, but also, as the owner of the house, the defendant, had a sufficient amount of time to discover the allegedly hazardous condition.

In Mason v. Anderson, supra, summary judgment was also denied on the ground that defendants failed to demonstrate that the injured plaintiff was aware of the depth of water into which he dove as he had never been in the pool and a friend dove into it immediately before the accident.

Our review of swimming accident cases revealed that not all such accidents occur in swimming pools. For example, in Taylor v. Village of Ilion, 265 A.D.2d 841, 695 N.Y.S.2d 467 (4th Dept. 1999), a swimmer brought an action against a village for personal injuries sustained when he dove headfirst into a shallow creek located on village property. Plaintiff was rendered a quadriplegic as a result of the dive. Although the village had “No Trespassing” signs in the vicinity of plaintiff’s accident, it was common knowledge that the area was used by local youths as a swimming hole.

Factually, the case was similar to Mason v. Anderson in that the plaintiff never swam in the area, though he was an experienced swimmer and diver. In addition, before his dive, plaintiff saw his friend dive from 10 feet above the surface of the water. Within five to six feet from where his friend landed, the water was only waist deep. When plaintiff asked his friend how deep the water was, his friend informed him that it was “deep enough.” Unfortunately, plaintiff’s friend was incorrect.

The court denied the village’s motion for summary judgment that was premised on assumption of risk and allegations that plaintiff’s conduct was reckless. The court held that both issues were to be determined by a jury as it was not clear whether
plaintiff was aware of the risks he was charged with assuming.

In *Salas v. Town of Lake Luzerne*, 296 A.D.2d 643, 745 N.Y.S.2d 108 (3d Dept. 2002), the plaintiff’s decedent drowned while body surfing at the foot of a waterfall. Plaintiff’s theory of liability against the town was that it was aware that people used the area for recreational swimming and that a fence that was supposed to prevent access to the area was damaged.

After a jury rendered a verdict in plaintiff’s favor, an appeal was taken that sought to overturn the verdict as being against the weight of evidence. In vacating the verdict, the appellate court held that although the decedent was unfamiliar with the activity in which he was participating, the hazardous nature of the water conditions were readily observable. The court also noted that his decision to engage in such an activity exemplified a disregard of his own common sense concerning his safety. Thus, his actions were considered the only cause of his injury, which warranted dismissal.

One other non-pool case that is worth mentioning comes out of New York’s highest court. In *Darby v. Compagnie National Air France*, 96 N.Y.2d 343, 728 N.Y.S.2d 731 (2001), plaintiff’s decedent died while swimming at an ocean beach located near his hotel in Brazil. The hotel was sued under the theory that it failed to warn the decedent of dangerous currents and rip tides at the beach. Although the hotel encouraged and facilitated the use of the beach by its guests, it did not own, operate or manage the beach. Thus, the court held that the hotel had no duty to warn or to investigate the condition of the land off the coast of the beach, which may have caused or contributed to the dangerous currents.

In dismissing plaintiff’s case, the court abrogated one of its prior holdings and followed the notion that an innkeeper has no duty to protect its guests while away from the premises.

**Amusement parks**

One of the earliest reported cases regarding amusement parks is *Murphy v. Steeplechase Amusements*, 250 N.Y. 479, 166 N.E. 173 (1929), which arose out of an accident on a ride called “The Flopper.” The premise behind The Flopper was that the customers would sit or stand on what (as described by Judge Cardozo), appears to be an inclined conveyor belt. As one rode the belt further, it would move and cause the riders fall or take a flop as the name implied.

Plaintiff was injured as a result of his experience on The Flopper. He claimed that during the course of the ride, the belt jerked suddenly and caused him to fall. Discovery revealed that plaintiff and his fellow patrons watched other people ride The Flopper before trying it themselves. Judge Cardozo found this and the ride’s name to be indicative that plaintiff was aware of the risks of his actions. In dismissing plaintiff’s case, he noted that “there would have been no point to the whole thing, no adventure about it, if the risk had not been there.”

Things have changed somewhat since the great Judge Cardozo sat on the bench. For example, it would be hard to imagine that people would be lining up to pay for a ride on what seems to be just slightly more exciting than an airport people mover. Today, the rides are much more sophisticated and therefore, amusement park operators are faced with greater exposure to liability than in Judge Cardozo’s day. For example in *Beroutsos v. Six Flags Theme Park, Inc.*, 185 Misc. 2d 557, 713 N.Y.S.2d 640 (S. Ct. NY Co. 2000), some of the arguments seen in Murphy, supra, were insufficient to secure dismissal of plaintiff’s complaint. There, plaintiff suffered neck and back injuries after a ride on a roller coaster in the Six Flags park. Six Flags moved to dismiss on the ground that plaintiff appreciated and assumed the risk of riding on the roller coaster. This was supported by the fact that while waiting on line for the ride, plaintiff was able to see the roller coaster in action. In addition, it was argued that a sign warning pregnant women or those with existing neck or back conditions against taking the ride was visible to the plaintiff.

The court, despite acknowledging that “risks of roller coaster rides assumed by ordinary people can include dizziness, nausea, vomiting and, for some, regret” 713 N.Y.S.2d at 642, held that there were issues of fact that precluded summary judgment. One such issue was whether the warning sign properly alerted patrons without histories of neck or back problems that neck and back problems were a possible risk associated with the ride. Plaintiff’s counsel also submitted an expert affidavit stating that the roller coaster had a defective design because it had insufficient head cushioning and lacked a head restraint.
Allegations regarding the safety of an amusement park ride was also sufficient to defeat a defendant’s motion for summary judgment in Phillips v. Amusements of Rochester, 245 A.D.2d 1101, 667 N.Y.S.2d 580 (4th Dept. 1997). There, the infant-plaintiff was injured while riding on the “Gravitron,” a ride that rotates at a high rate of speed and generates centrifugal force that pushes its riders against their seats. Unfortunately, during plaintiff’s ride, he was pushed too far back and was sucked into a cavity behind his seat. Defendants were initially granted summary judgment on the ground that there was no evidence of negligence. However, the dismissal was overturned on appeal. The court found that the infant’s testimony that the ride was missing a panel behind his seat, though contradicted by the defendants, created an issue of fact that was sufficient to defeat the summary judgment motion.

In Lowenthal v. Catskill Funland, Inc., 237 A.D.2d 262, 654 N.Y.S.2d 169 (2d Dept. 1997), plaintiff was injured on a go-cart track while riding in a cart that was being driven by his eight-year-old daughter. Being an inexperienced driver, plaintiff’s daughter turned the go-cart into the pit-wall barrier. Summary judgment was granted in favor of the track owner because the court held that the injury was not proximately caused by defendant’s alleged negligence. In dismissing the matter, the court discredited plaintiff’s purported expert because he never visited the track and could not demonstrate that the track was constructed in violation of any industry standards.

The final case in this section and in this article for that matter deals with an assault that took place at an amusement park. Unfortunately, physical altercations can occur almost anywhere and under almost any circumstances, which is why Scotti v. W.M. Amusements, Inc., 226 A.D.2d 522, 640 N.Y.S.2d 617 (2d Dept. 1996) warranted inclusion in this discussion.

Plaintiff, Anthony Scotti, was confronted by a group of youths who had just exited a roller coaster within the amusement park known as Astroland in Coney Island (home of the world famous Cyclone). One of the youths stepped directly in front of plaintiff and words were exchanged. Suddenly, one of the youths in the group struck Mr. Scotti and an altercation ensued. Mr. Scotti sued the amusement park on the ground that it should have prevented the attack. On appeal, the amusement park was granted summary judgment because it could not have reasonably anticipated or prevented the assault that was unprovoked and spontaneous. This holding was similar to Chambers v. Roosevelt Union Free School District, 260 A.D.2d 594, 689 N.Y.S.2d 171 (2nd Dept. 1999).

Conclusions
Unfortunately, this article is not an exhaustive discussion of the types of cases and theories of liability that will arise during the course of the summer months. However, we hope that some of the themes that were discussed such as waivers of liability, assumption of risk and a plaintiff’s reckless conduct, will be helpful in your claim management process.

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