ESSEX LAND TRUST PUBLIC USE AND ACCESS TO PRESERVES POLICY ("Policy")

Approved November 14, 2022, Revised and Approved January 11, 2023; Revised and Approved February 12, 2024: Revised and Approved July 9, 2024, Revised and Approved November 10, 2026

Guiding Principles and Document Overview

The following rules and limitations govern the use of Essex Land Trust (ELT) preserves, including but not limited to general passive recreation, dogs, fishing and private use.

ELT preserves are private property that are open to the public for non-commercial, passive recreational use from dawn to dusk on all days. Public use of ELT preserves is subject to the limitations set forth herein. Users of our preserves enter at their own risk.

ELT owns over 770 acres of open space, spread across 24 preserves and with 35 miles of trails. Due to the breadth of our land holdings, ELT is not able to monitor all of the land it owns at all times. Any enforcement of this policy is discretionary. ***ELT reserves the right, in its sole discretion, to exclude any member of the public (and their dog) who fails to abide by this policy.***

Private and Other Use of ELT Preserves

An approved permit is required for use of our preserves by any non-ELT group with planned attendance of 10 or more individuals or if a donation is suggested or required. Permits are attached to this Policy and must be returned to the ELT at least 2 weeks before the event date. You cannot publicize any event on an ELT preserve until after the permit request has been approved in writing by the ELT. Note that ELT approval of use of a preserve does not ensure exclusive use. Use of our preserves may be restricted when reserved for private use. Dates and times of restricted use will be posted on the preserve. Users are responsible for removal of all trash and leaving the preserves in the same state as when they arrived.

Dogs

Dogs are welcome on our preserves unless otherwise posted, subject to the following conditions:

- Handlers shall comply with state and local laws, including, without limitation, Conn. Gen. Stat. §§ 22-341, 22-364, 22-364b, 22-357. Connecticut General Statutes § 22-364(a) provides, in relevant part, "No owner or keeper of any dog shall allow such dog to roam at large upon the land of another and not under control of the owner or keeper or the agent of the owner or keeper . . . ."
- Dogs must always be under the owner's control. Under control means a dog is leashed or within direct eyesight of the handler and returns immediately when called. Groups with off-leash dogs will generally be considered to be noncompliant with this policy.
- ELT acquired the Turtle Creek Preserve in May 2024 from The Nature Conservancy. For various reasons, The Nature Conservancy had banned all dogs and then allowed dogs that were leashed. The ELT has agreed to require all dogs be leashed at Turtle Creek.
- Handlers must clean up after their dog(s) and properly dispose of waste.
- Dogs must be licensed and display a valid rabies tag.
- Handlers must always have in their possession a leash no greater than 7 feet in length.
- Handlers must not allow dog(s) to approach another person or dog unless invited.
- Handlers must keep dog(s) out of abutters' properties.
- If a dog bite occurs, immediately contact Essex Animal Control at 860-767-4340 x 160 or 203-780-1311. For emergencies call 911.

ESSEX LAND TRUST IS NOT LIABLE FOR ANY DAMAGE CAUSED TO ANY PERSON, DOG OR PROPERTY. DOG OWNERS/HANDLERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR DOGS AND ASSUME ALL LIABILITY.

Fishing

Fishing from ELT preserves is subject to appropriate state licenses.

Prohibited Activities

Although ELT preserves are generally open for public use, the ELT may restrict the public's use of its preserves. A non-inclusive list of activities prohibited by the public follows:

- Hunting
- Camping
- Littering or dumping
- Metal detecting
- Motorized vehicles
- Disturbing plants or natural materials
- Drones (unless written permission is authorized by an ELT Officer on the Permit)
- Possession of weapons of any kind, including but not limited to firearms and bow and arrows
- Biking except on marked trails in the Preserve
- Abandoning personal property
- Fires
- Smoking
- Illegal activity
- Commercial activity
- Any activity that in the judgment of the ELT Board of Directors or its representatives, will cause harm and/or damage the preserves in any way

The ELT may add, remove, or modify activities it prohibits on its preserves at any time.

Restricted Access

The ELT may restrict or prohibit access to preserves on a temporary or permanent basis. This is usually due to sensitive habitat issues or because there is no appropriate public access to that piece of land. These restrictions are posted on our preserves and/or as listed on our website for each individual preserve and available at https://essexlandtrust.org/preserve-profiles/.

Be Respectful of our Neighbors

Many of our preserves border private land or land owned by other organizations. Please respect these boundaries and any posted signs.

About the Essex Land Trust

The ELT is an all-volunteer, non-profit 501(c)3 organization and funds its activities through donations and membership dues. We encourage users of our preserves to be ELT members and volunteer their time.

Essex Land Trust

APPLICATION AND PERMIT USE FOR PRESERVE ("Permit")

Email completed permits to: info@essexlandtrust.org.

Use of our preserves is restricted as set forth in the Essex Land Trust Public Use and Access to Preserves Policy. This Permit must be used to reserve our properties for use by any non-ELT group with planned attendance of 10 or more individuals or if a donation is suggested or required. The private use of our preserves, which might not be exclusive, is subject to the approval of the ELT Program & Events Director, President or Vice President who have the sole discretion to deny a permit application.

NAME OF ORGANIZATION OR INDIVIDUAL APPLICANT		DATE OF SUBMISSION
MAILING ADDRESS OF APPLICANT:		
CONTACT PERSON (Name & Address)	Best Phone #	Email:
REQUESTING USE OF: (NAME OF ELT PRESERVE)	IDENTIFY SPECIFIC AREA OF PRESERVE AND ENTRANCE REQUESTED TO BE USED:	
DESCRIBE EVENT AND ACTIVITY:		
DATE AND TIME OF REQUESTED USE	EXPECTED # OF ATTENDEES AND VEHICLES - CARPOOLING ENCOURAGED	

CONTINUES ON NEXT PAGE

PRESERVE USE RULES & REGULATIONS

1. The authorized use of specified preserves will be solely for the purposes specified in the approved application and permit.
2. Permits shall be subject to revocation or cancellation when, in the judgment of the ELT President or the ELT Board of Directors, the best interests of ELT make it advisable.
3. The applicant shall be solely responsible and held liable for all injury or damage to persons or property during the course of its use by applicant, its agents, servants, guests or contractors.
4. All applicants are required to show proof of general liability insurance in the amount of $500,000 and provide ELT with a certificate of insurance listing "Essex Land Trust, Inc. and its officers and directors" as "additional insured parties."
5. If the applicant wishes to serve alcohol, a licensed provider with $1,000,000 (minimum) umbrella insurance policy must be used, ELT and its officers and directors must be listed as an additional insured and the policy MUST be endorsed to include host liquor liability coverage.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted use of the specified preserve as requested, the undersigned hereby agrees to the following:

The undersigned hereby releases, waives, discharges and covenants not to sue the Essex Land Trust, Inc., its directors, officers, employees, contractors and volunteers (hereinafter referred to as "releasees") for all liability, harm, injury, damage, claims, demands, actions, causes of action, costs and expenses (including attorneys' fees) of any nature whatsoever, including, but not limited to, any damage, loss or injury, suffering or death to persons and property, and to defend, indemnify and save and hold harmless the releasees and each of them from any such loss, liability, damage or cost they may incur due to or during the use of the preserves by the undersigned or its agents, servants, guests or contractors, whether caused by the negligence of the releasees or otherwise.

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Connecticut and that if any portion thereof is held not valid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

It is the undersigned's intent that this release and waiver of liability and indemnity agreement shall be binding upon the undersigned and its heirs, administrators, executors, personal representatives, successors, and assigns.

APPLICANT'S SIGNATURE

The undersigned hereby agrees to observe and obey all applicable state and local laws, regulations, ordinances and the rules and regulations of ELT, including, but not limited to, the rules and regulations set forth herein. CONFIRMATION COPY WILL BE RETURNED TO YOU AFTER APPROVAL.

SIGNATURE OF APPLICANT_____ DATE_____

PRINT NAME OF APPLICANT _____ TITLE_____

TO BE COMPLETED BY ELT

APPROVED BY (SIGNATURE): _____ DATE:_____

*Printed Name and Title:*_____ Special Conditions: _____