



MYTHS VS. FACTS: SIGNAGE



MYTHS

It is easy to mistakenly believe myths about risk management. However, these myths can also limit our ability to determine the root cause of an issue, and so they must be examined and corrected.

Two of the most common myths regarding signage are:

-  I do not have to fix a hazardous condition if I have a good sign.
-  'At your own risk' signage will protect against liability in all circumstances

FACTS

Signage is not a fix-all solution and should not replace regular maintenance. Efforts should be made to regularly identify and address conditions that may cause injury or further damage. Generally, municipalities in Connecticut are not liable for negligent acts or omissions requiring the exercise of judgment or discretion.¹ However, Connecticut General Statute Section 52-557(n) outlines instances where the municipality may be negligent.

The courts have determined that immunity may be limited when there is willful, wanton, or reckless misconduct, rather than a mistake resulting from inexperience, excitement, confusion, thoughtlessness, inadvertence, or inattention. Willful, wanton, or reckless misconduct refers to unreasonable conduct involving an extreme departure from ordinary care in a high degree of danger.² If a court determines that a willful, wanton, or reckless act or inaction has occurred, it typically determines that the act or inaction is also responsible for the plaintiff's injury or damage. The mere presence of signage will likely not be an effective defense.

"At your own risk" signage does not protect the entity from potential exposures. Again, a sign is not a replacement for regular maintenance. When a constituent accesses a public space, there is an expectation that reasonable efforts have been made to make the environment safe. "At your own risk" signage is vague, and courts may invalidate such an agreement if it is unreasonable.³

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BACKGROUND:

When entities provide public spaces and services to their constituents, they have a duty of care⁴ to provide safe environments. Plaintiffs commonly allege that the public entity has breached this duty in order to proceed with a negligence claim. While compliance with this duty can be complicated by evolving safety standards and budget constraints, reasonable efforts to identify and respond to risk can assist municipalities in defending against liability claims.

A sign is a one-way method of communication that can prevent injuries and reduce liability by warning of hidden dangers. By clearly communicating rules, expectations, and known conditions through effective signage, leadership can help constituents make well-informed decisions that maintain their safety. However, signage is not a substitute for regular maintenance.

KEY TAKEAWAYS:

Understand the myths vs. facts of signage and consider the following:

- Develop or review your entity's preventative maintenance plans to identify and treat conditions needing repair.
- Utilize signage that can inform behavior.
 - For instance, consider replacing "Park At Your Own Risk" signage with language stating, "Lock Your Vehicle. Do Not Leave Valuables in Your Car. Report Suspicious Activity To XXX."
- Install signage that is accessible, understandable, informative, and is reviewed regularly by key decision-makers.
- Review the CIRMA Risk Management publication "Managing Risks Through Effective Signage White Paper."
- Consult with legal counsel to ensure that signage language and placement align with the public entity's risk appetite.

¹ <https://www.cga.ct.gov/2011/rpt/2011-R-0076.htm>

² <https://cga.ct.gov/2009/rpt/2009-R-0444.htm>

³ <https://www.mwl-law.com/wp-content/uploads/2018/05/EXCULPATORY-AGREEMENTS-AND-LIABILITY-WAIVERS-CHART.pdf>

⁴ "A requirement that a person [or entity] act toward others and the public with the watchfulness, attention, caution, and prudence that a reasonable person in the circumstances would use." <https://dictionary.law.com/Default.aspx?selected=599>

For more information on this topic, please contact your **CIRMA Risk Management Consultant**. Please visit our training and education program page at **CIRMA.org** for our current training schedule.

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