[Cite as *Greene v. Pymatuning State Park*, 2004-Ohio-3584.]

IN THE COURT OF CLAIMS OF OHIO

MONICA LYNN GREENE	:	
Plaintiff	:	
v.	:	CASE NO. 2004-01125-AD
PYMATUNING STATE PARK	:	MEMORANDUM DECISION
Defendant	:	

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{¶1} On July 3, 2003, at approximately 10:30 p.m., plaintiff, Monica Lynn Greene, suffered personal injury while camping on the grounds of defendant, Pymatuning State Park. Specifically, plaintiff sprained her ankle when she stepped in a hole and fell. This hole or depression in the ground measured eighteen inches long, eight inches wide, and four inches deep. Plaintiff has asserted her slip and fall injury was proximately caused by negligence on the part of defendant in maintaining a hazardous condition on its campgrounds. Consequently, plaintiff filed this complaint seeking to recover $906.25 for unreimbursed medical expenses related to her injury, plus $240.00 for reimbursement of campsite rental fees. The requisite $25.00 filing fee was paid.

{¶2} Evidence has shown plaintiff and her parents had made reservations with defendant for the use of two Rent-A-Yurts for the period July 3 to July 6, 2003. A Yurt is a type of hybrid tent/cabin which defendant rents to campers through a season running from May 7 to September 26. Yurts are described by defendant as "round canvas structures on wooden platforms, with a wood lattice framework and canvas roof with a dome skylight." Yurts are furnished, have refrigerator

units, and are equipped with electrical outlets. Additionally, each Yurt site contains a picnic table and a fire ring. When plaintiff's Rent-A-Yurt site was reserved it was noted on the reservation confirmation form that, "[y]ou may check-in to your site beginning 3 p.m. on your check in date. Please do not arrive before this time or later than 9 p.m."

{¶3} On July 3, 2003, presumedly at sometime between 3:00 p.m. and 9:00 p.m., plaintiff checked into Yurt number 71 at defendant, Pymatuning State Park. At approximately 10:30 p.m., plaintiff got a beverage for her father from a refrigerator in a Yurt. Plaintiff left the Yurt carrying the beverage and walked toward the fire ring located at some unspecified distance from the Yurt. As she walked to the fire ring, plaintiff stepped into a hole and sprained her ankle. The hole was positioned about six feet west of the fire ring. Plaintiff related she did not see the hole due to the fact it was dark outside. Plaintiff implied she did not notice the hole before her personal injury incident, because she did not use the fire ring until after sunset. Although it is presumed a campfire was lit in the fire ring when plaintiff was injured, plaintiff has seemingly contended the campfire did not illuminate the surrounding area enough for her to discern the hole she stepped into.

{¶4} Defendant denied plaintiff was injured as a result of any negligent act or omission on the part of Pymatuning State Park personnel. Defendant denied maintaining a hazardous condition on the campground which caused plaintiff's injury. Defendant argued it had no duty to protect her from conditions which were open and obvious. See *Sidle v. Humphrey* (1968), 13 Ohio St. 2d 45. Defendant asserted the hole that caused plaintiff's injury was open and readily discernible. Defendant contended plaintiff did not produce sufficient evidence to prove her injury was

proximately caused by negligence on the part of Pymatuning State Park.

{¶5} Plaintiff's cause of action is grounded in negligence. In order to prevail on a negligence action, plaintiff must establish: (1) a duty on the part of defendant to protect her from injury; (2) a breach of that duty; and (3) injury proximately resulting from the breach. *Huston v. Konieczny* (1990), 62 Ohio St. 3d 214, 217; *Jeffers v. Olexo* (1989), 43 Ohio St. 3d 140, 142; *Thomas v. Parma* (1993), 88 Ohio App. 3d 523, 527; *Parsons v. Lawson Co.* (1989), 57 Ohio App. 3d 49, 50.

{¶6} Based on plaintiff's status as an invitee on defendant's premises, defendant owed her a duty to exercise reasonable care in keeping the premises in a safe condition and warning plaintiff of any latent or concealed dangers which defendant had knowledge. *Perry v. Eastgreen Realty Company* (1978), 53 Ohio St. 2d 51, 52-53; *Presley v. City of Norwood* (1973), 36 Ohio St. 2d 29, 31; *Sweet v. Clare-Mar Camp., Inc.* (1987), 38 Ohio App. 3d 6, 9. However, a property owner is under no duty to protect a business invitee from hazards which are so obvious and apparent that the invitee is reasonably expected to discover and protect against them herself. *Sidle v. Humphrey* (1968), supra, paragraph one of the syllabus; *Paschal v. Rite Aid Pharmacy, Inc.* (1985), 18 Ohio St. 3d 203, 203-204; *Brinkman v. Ross*, 68 Ohio St. 3d 82, 84, 1993-Ohio-72.

{¶7} A property owner has no duty to inform an invitee about open and obvious dangers on the property. "The open and obvious nature of the hazard itself serves as a warning." *Simmers v. Bentley Constr. Co.*, 64 Ohio St. 3d, 642, 644, 1992-Ohio-42. "Darkness is always a warning of danger, and for one's own protection it may not be disregarded." *Jeswald v. Hutt* (1968), 15 Ohio St. 2d 224 at paragraph three of the syllabus. In the present claim, plaintiff has failed to produce sufficient evidence to establish the hole she stepped into was not open, obvious, and readily

discernible. Consequently, plaintiff's claim is denied.

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DANIEL R. BORCHERT
Deputy Clerk

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