

Alert | Appeals & Legal Issues



May 2025

Minnesota Supreme Court Upholds Enforceability of Contract Release Language Against Negligence Claims

The Minnesota Supreme Court issued an important decision this week about the enforceability of contract release language. *Lund v. Calhoun Orange, Inc.*, ___ N.W.3d ___, 2025 WL 1450213 (Minn. May 21, 2025). The case arose when a client at Calhoun Orange, one of the defendant’s fitness clubs, went into cardiac arrest and collapsed while working out. The client suffered significant brain damage, and his conservator sued for negligence.

When he joined the fitness club, the client was required to sign a “Client Intake Form.” The Form provided: “Client hereby waives all claims against [the club, its employees and staff];” and “Client hereby agrees to indemnify[,] defend, hold harmless, release and discharge [the club, its employees and staff] from all claims demands, injuries, damage actions[,] causes of action and from all acts of active or passive negligence on the part of the [club, its employees and staff] for any damages, injuries or losses that may be sustained by the Client” while working out at the club.

The club contended that the Client Intake Form barred the negligence claims, while the conservator argued that the release language in the Form was not enforceable. The district court and court of appeals agreed with the club and upheld the release. The Minnesota Supreme Court granted review and affirmed.

The case asked the Court to determine whether the release language in the Client Intake Form the client signed was enforceable under *Justice v. Marvel*, 979 N.W.2d 894 (Minn. 2024). In *Justice*, the Court held that the release in that case, which purported to release “any and all claims,” was not sufficiently clear to release claims arising from the defendant’s own negligence. *Id.* at 902. While the language “any and all claims” was “theoretically broad enough to encompass claims of negligence, the language was not specific enough to manifest a ‘clear and unequivocal’ intent of the parties to shield the [defendant] from liability for its own negligence and was therefore unenforceable.” *Lund*, ___ N.W.3d at ___, 2025 WL 1450213 at *4.

In *Lund*, the Court concluded that the release language in the Form satisfied the test it laid out in *Justice*. The Court relied specifically on the language that the client “agrees to indemnify [the club, its employees and staff] from all claims . . . and from all acts of active or passive negligence.” This language, the Court held, “clearly and unequivocally states the contracting parties’ intent to shield [the club] from liability for its own negligence.” *Id.*

The case is important because it provides an example of release language enforceable against negligence claims brought in Minnesota. The case is also significant because the Court affirmed summary judgment for the defense in a civil case.

Author

This GT Alert was prepared by:

- [Lorie Skjerven Gildea](#) | +1 612.259.9705 | Lorie.Gildea@gtlaw.com

Albany. Amsterdam. Atlanta. Austin. Berlin[~]. Boston. Charlotte. Chicago. Dallas. Delaware. Denver. Fort Lauderdale. Houston. Kingdom of Saudi Arabia[•]. Las Vegas. London[•]. Long Island. Los Angeles. Mexico City⁺. Miami. Milan[•]. Minneapolis. Munich⁻. New Jersey. New York. Northern Virginia. Orange County. Orlando. Philadelphia. Phoenix. Portland. Sacramento. Salt Lake City. San Diego. San Francisco. São Paulo[>]. Seoul[•]. Shanghai. Silicon Valley. Singapore[•]. Tallahassee. Tampa. Tel Aviv[^]. Tokyo[•]. United Arab Emirates[<]. Warsaw⁻. Washington, D.C. West Palm Beach. Westchester County.

*This Greenberg Traurig Alert is issued for informational purposes only and is not intended to be construed or used as general legal advice nor as a solicitation of any type. Please contact the author(s) or your Greenberg Traurig contact if you have questions regarding the currency of this information. The hiring of a lawyer is an important decision. Before you decide, ask for written information about the lawyer’s legal qualifications and experience. Greenberg Traurig is a service mark and trade name of Greenberg Traurig, LLP and Greenberg Traurig, P.A. ~Greenberg Traurig’s Berlin and Munich offices are operated by Greenberg Traurig Germany, LLP, an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. *Operates as a separate UK registered legal entity. «Greenberg Traurig operates in the Kingdom of Saudi Arabia through Greenberg Traurig Khalid Al-Thebity Law Firm, a professional limited liability company, licensed to practice law by the Ministry of Justice. +Greenberg Traurig’s Mexico City office is operated by Greenberg Traurig, S.C., an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. »Greenberg Traurig’s Milan office is operated by Greenberg Traurig Studio Legal Associato, an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. ›Greenberg Traurig’s São Paulo office is operated by Greenberg Traurig Brazil Consultores em Direito Estrangeiro – Direito Estadunidense, incorporated in Brazil as a foreign legal consulting firm. Attorneys in the São Paulo office do not practice Brazilian law. ∞Operates as Greenberg Traurig LLP Foreign Legal Consultant Office. ˆGreenberg Traurig’s Singapore office is operated by Greenberg Traurig Singapore LLP which is licensed as a foreign law practice in Singapore. ^Greenberg Traurig’s Tel Aviv office is a branch of Greenberg Traurig, P.A., Florida, USA. ¢Greenberg Traurig’s Tokyo Office is operated by GT Tokyo Horitsu Jimusho and Greenberg Traurig Gaikokuhojimubengoshi Jimusho, affiliates of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. ‹Greenberg Traurig’s United Arab Emirates office is operated by Greenberg Traurig Limited. ~Greenberg Traurig’s Warsaw office is operated by GREENBERG TRAUIG Nowakowska-Zimoch Wysokiński sp.k., an affiliate of Greenberg Traurig, P.A. and Greenberg Traurig, LLP. Certain partners in GREENBERG TRAUIG Nowakowska-Zimoch Wysokiński sp.k. are also shareholders in Greenberg Traurig, P.A. Images in this advertisement do not depict Greenberg Traurig attorneys, clients, staff or facilities. No aspect of this advertisement has been approved by the Supreme Court of New Jersey. ©2025 Greenberg Traurig, LLP. All rights reserved.*