

## **Alert** | Appeals & Legal Issues



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### **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.

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