

Honeycutt v. Meridian Sports Club, LLC, 2014 Cal. App. LEXIS 1015 (Cal. App. 2d Dist. Oct. 21, 2014)

Primary assumption of the risk precluded recovery by kickboxing student where there was no evidence of instructor increasing inherent risk of the sport. Liability waiver barred recovery where there was no evidence of gross negligence.

FACTS AND PROCEDURAL POSTURE

Plaintiff Tanya Honeycutt attended a kickboxing class at Meridian Sports Club. She had never attended a kickboxing class before. She signed an agreement that included an express assumption of the risk liability waiver. During the class Honeycutt attempted to perform a roundhouse kick. The instructor grabbed her extended right leg and told her to rotate her left leg. When she rotated the leg, she ruptured her ACL. She required surgery and four months of rehabilitation.

Plaintiff sued for personal injuries caused by negligence and gross negligence. Meridian moved for summary judgment. The trial court denied the motion. Meridian then filed a petition for writ of mandate. The court of appeals directed the trial court to either reverse and grant summary judgment, or show cause as to why relief should not be granted. The trial court complied and granted Meridian's motion for summary judgment. Honeycutt appealed.

DISCUSSION

Honeycutt made two arguments on appeal. (1) There was a triable issue of fact as to whether the instructor grabbing her leg increased the inherent risk of the sport, and (2) there was a triable issue of fact as to whether the instructor acted with gross negligence.

Primary assumption of the risk arises when, as a matter of law and policy, a defendant owes no duty to protect a plaintiff from particular harms. It precludes liability for injuries arising from risks deemed inherent in a sport. There is no duty to eliminate or otherwise protect participants from such risks. However, coaches and instructors have a duty not to increase the inherent risks of a sport. The court explained that based on the nature of the injury and the parties' relationship to the activity, Honeycutt's injury falls squarely within the doctrine of primary assumption of the risk. There was no evidence that the instructor engaged in reckless conduct or did anything to increase the risk of injury. Honeycutt could have sustained the same injury even if the instructor never grabbed her leg.

Gross negligence is "a want of even scant care" or "an extreme departure from the ordinary standard of conduct." The parties presented conflicting evidence about the proper method for teaching a student how to perform a roundhouse kick. However, the court explained that a mere difference in opinion as to how a student should be instructed does not constitute evidence of gross negligence. Because there was no material issue of fact on the issue of gross negligence, the liability waiver barred Honeycutt's negligence claim.

Affirmed.