

Brown v. El Dorado Union High School Dist.
(2022) 76 Cal.App.5th 1003

An executed and express assumption of risk by a high school football player and his guardian relieves a school district from liability for alleged negligence during a football game.

FACTS/PROCEDURE

In August 2015, high school student Nicholas Brown (Plaintiff) sustained a traumatic brain injury during a school-affiliated football game. Based on game footage, Plaintiff played every play of the game until the fourth quarter, when he chose to leave the field after the 97th out of 100 plays. None of the coaches noticed any signs of injury prior to his exit from the game. Plaintiff collapsed 10 minutes later. The coaches immediately radioed for an ambulance, which transported him to the hospital where he received emergency decompressive surgery. Plaintiff subsequently brought a personal injury action against El Dorado Union High School District (Defendant).

Prior to the 2015-2016 academic year, each student athlete was required to sign a Release of Liability and Assumption of Risk Agreement. Plaintiff and his father signed and returned the release, whereby they expressly assumed all risk of injury and agreed to waive all claims of liability against the school district, its employees, or its agents, for any injury or harm that resulted from participating in the high school's football program. The trial court granted summary judgment in favor of Defendant, concluding the claims were barred due to express assumption of risk. Plaintiff appealed.

HOLDING/DISCUSSION

The Court of Appeal for the Third Appellate District affirmed. The Court held that summary judgment in favor of the Defendant was proper due to Plaintiff's father's express assumption of the risks associated with Plaintiff's participation in the school's football program. Further, the Court held that the district was not grossly negligent in providing medical care.

“In its most basic sense, assumption of risk means that the plaintiff, in advance, has given his express consent to relieve the defendant of an obligation of conduct toward him.” California courts consistently hold exculpatory provisions are valid only if they do not implicate the public interest. While such provisions required for participation in recreational activities are generally not considered to implicate the public interest, an agreement in the same context that purports to release liability for future gross negligence is generally unenforceable, as a matter of public policy.

California courts “require a high degree of clarity and specificity in order to find a release relieves a party from liability for its own negligence.” The document must clearly, explicitly and comprehensibly set forth to an ordinary person without legal training that the effect is a complete waiver of all claims for personal injury and to indemnify the defendants from and against liability to others which might occur in the future as a proximate result of the party's negligence. Here, in signing the release, Plaintiff and his father “unequivocally” agreed to assume the risk of injury. Although the doctrine of assumption of risk requires the injured party possess knowledge of the particular dangers involved, such prerequisite knowledge is unnecessary when an express agreement waives *all* risk. The informational handouts accompanying the release and common knowledge about the link between brain injuries and participation in football were sufficient to effectively communicate the magnitude of all possible risks to Plaintiff. Therefore, the risks were assumed and the trial court's granting of summary judgment in favor of Defendant was proper.