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PA court upholds validity of event release

An appellate court in Pennsylvania has reversed a trial court decision that a pre-event release of liability signed by a rider in a charity bike ride was void against public policy. The Commonwealth Court has held that such exculpatory releases are valid and enforceable.

Anthony Degliomini suffered extensive physical injuries as the result of a fall from his bike while participating in a charity bike ride through Philadelphia in 2015 sponsored by the Phillies, Phillies Charities, and a marketing firm. Prior to the ride, he signed a release recognizing that the ride was potentially hazardous, that he assumed "any and all risks" associated with the event, and that he released the City and all of the sponsors "from any and all claims of liability for death, personal injury, other adverse health consequence, theft or loss of property or property damage" "arising out of, or in the course of, my participation in the event even if caused by the negligence of any of the Releasees."

The Court cited prior state Supreme Court language to the effect that such releases are generally valid and enforceable where three conditions are met: (1) they must not contravene public policy; (2) the contract must be between persons relating entirely to their own private affairs; and (3) each party must be a free bargaining agent so that the contract is not one of adhesion.

State courts, the Commonwealth Court wrote, have "noted multiple times" that an agreement exculpating the sponsor of a race and the owner of the track does not contravene public policy. Further, a release that does not relate to an essential service, but merely governs a voluntary recreational activity, does not implicate a public interest.

The Commonwealth Court cited a series of cases upholding the validity of such releases in private matters. It further held that the release involved in the case was a "private agreement" and that the rider "was under no obligation to agree to the Release or participate in the Ride."

The Court rejected the trial court rationale that the City's Home Rule Charter provision establishing a Department of Streets established a standard of care for maintenance of the streets that could not be waived by the rider. ([*Degliomini v. ESM Productions, Commonwealth Ct., PA, No. 1573 C.D. 2018, 6/25/19.*](#))