

SUPREME COURT OF PENNSYLVANIA

Santiago v. Philly Trampoline Park, LLC, i/p/a Sky Zone, d/b/a Sky Zone Trampoline Park d/b/a Sky Zone Philadelphia, Sky Zone Philadelphia, Inc., Sky Zone Trampoline Park a/k/a Sky Zone Philadelphia, consolidated with Shultz v. Sky Zone, LLC

Santiago/Shultz · No. 24 EAP 2023; 25 EAP 2023 · Decided September 25, 2025

SUMMARY

This is a concurring and dissenting opinion by Justice Brobson of the Supreme Court of Pennsylvania in consolidated appeals involving arbitration provisions in trampoline-park participation agreements. Justice Brobson agrees that the arbitration provision is unenforceable against claims brought by non-signing parents but disagrees with the majority's conclusion that parents may not bind their minor children to arbitration. He reasons that arbitration concerns the forum and procedure for resolving claims rather than the minors' substantive rights.

CASE DETAILS

COURT	Supreme Court of Pennsylvania
WRITING FOR THE COURT	Justice Brobson; Justice Donohue; Justice Dougherty
JURISDICTION	Supreme Court of Pennsylvania, Eastern District
DECIDED	September 25, 2025
DOCKET	24 EAP 2023; 25 EAP 2023
DISPOSITION	other
PROCEDURAL POSTURE	Consolidated appeals from Superior Court orders affirming orders of the Philadelphia County Court of Common Pleas.
PRECEDENTIAL VALUE	Published separate opinion; dissenting reasoning is nonbinding.
PARTIES	Philly Trampoline Park, LLC i/p/a Sky Zone, d/b/a Sky Zone Trampoline Park d/b/a Sky Zone Philadelphia, Sky Zone Philadelphia, Inc., Sky Zone Trampoline Park a/k/a Sky Zone Philadelphia, Sky Zone, LLC v. Jennifer Santiago and Samuel Santiago, Alessandra Shultz, individually and as P.N.G. for Rocco Shultz, a minor

TOPICS

arbitration

civil procedure

contracts

personal injury

appellate procedure

PRACTICE AREAS

Arbitration

Civil procedure

Torts

Contracts

QUESTIONS PRESENTED

1. Whether a parent or natural guardian may bind a minor child to an arbitration agreement concerning the child's claims.
2. Whether an arbitration provision changes or forfeits a minor's substantive cause of action, rather than merely selecting the forum and procedure for adjudicating that cause of action.

HOLDINGS

1. The dissent would hold that parents may bind their minor child to arbitration because arbitration selects the forum and procedure for resolving the child's claims and does not affect the child's substantive rights.

KEY QUOTATIONS

“In my view, where parents agree to bind their minor child to arbitration, they in no manner whatsoever affect their minor child’s substantive right to a cause of action. Rather, the parents merely agree on behalf of their minor child to the forum in which the child’s claims will be adjudicated.” (2)

“The Supreme Court also acknowledged that an arbitration provision does “not alter or abridge substantive rights” but “merely changes how those rights will be processed.”” (2)

“In sum, I disagree with the Majority’s conclusion that parents can never bind their minor child to arbitration.” (3)

FACTUAL BACKGROUND

The disputes arose from claims involving injured minor children and a document titled the “Participation Agreement, Release and Assumption of Risk,” which contained an arbitration provision. The injured minors' parents or guardians signed or agreed to the document, while the parents bringing claims in their own capacity were non-signatories. The separate opinion addresses whether the parents could bind the minors to arbitration.

PROCEDURAL HISTORY

The Superior Court entered orders on March 21, 2023, affirming orders of the Philadelphia County Court of Common Pleas entered on August 23, 2021, and January 25, 2022. The consolidated appeals were argued before the Supreme Court of Pennsylvania on March 5, 2025. This separate concurring and dissenting opinion agrees that the arbitration provision is unenforceable against the non-signing parents but disagrees with the majority's conclusion that it is unenforceable against the injured minors.

DISPOSITION

other

CASES CITED

- *Fastuca v. L.W. Molnar & Assocs.*, 10 A.3d 1230, 1245 (Pa. 2011)
- *Borgia v. Prudential Ins. Co.*, 750 A.2d 843, 850 (Pa. 2000)
- *Flightways Corp. v. Keystone Helicopter Corp.*, 331 A.2d 184, 185 (Pa. 1975)
- *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639, 653 (2022)
- *Emporium Area Joint Sch. Auth. v. Anundson Const. & Bldg. Supply Co.*, 166 A.2d 269, 270 (Pa. 1960)
- *Patriotic Ord. Sons of Am. Hall & Ass'n v. Hartford Fire Ins. Co.*, 157 A. 259, 262 (Pa. 1931)

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