

SUPERIOR COURT OF THE STATE OF DELAWARE

McGinnis v. Gold Medal Gymnastics Academy LLC

McGinnis · No. C.A. No. N25C-12-324 FJJ · Decided March 5, 2026

SUMMARY

The Delaware Superior Court denied Gold Medal Gymnastics Academy, LLC’s motion based on written liability waivers in a personal-injury action involving a minor injured while using uneven bars. The court held that neither waiver contained crystal-clear and unequivocal language releasing the defendant from liability for its own negligence. The court also noted that a valid waiver would not bar claims based on reckless conduct.

CASE DETAILS

COURT	Superior Court of the State of Delaware
WRITING FOR THE COURT	Francis J. Jones, Jr.
JURISDICTION	Delaware Superior Court
DECIDED	March 5, 2026
DOCKET	C.A. No. N25C-12-324 FJJ
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to dismiss or for summary judgment based on written liability waivers. The Superior Court denied the motion.
STANDARD OF REVIEW	The court considered whether the written waivers were legally sufficient under Delaware law to exonerate defendant from liability for its own negligence. For summary judgment, the court stated that there was no genuine issue of material fact because both waivers were legally insufficient.
PRECEDENTIAL VALUE	published Delaware Superior Court opinion
PARTIES	Victoria McGinnis, individually and as next friend of K.M., a minor v. Gold Medal Gymnastics Academy LLC

TOPICS

- negligence
- waiver
- personal injury
- summary judgment
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether either of two written liability waivers clearly and unequivocally released Gold Medal Gymnastics Academy from liability for its own negligent acts.
2. Whether defendant was entitled to dismissal or summary judgment based on either waiver.
3. Whether a written waiver could release claims based on reckless conduct.

HOLDINGS

1. Under Delaware law, a liability waiver must contain crystal-clear and unequivocal language expressly releasing the defendant from liability for injuries caused by the defendant's own negligence. Neither waiver at issue satisfied that requirement.
2. Gold Medal was not entitled to rely on either waiver to avoid liability, and its motion to dismiss based on the waivers was denied.
3. Even if a written waiver were otherwise valid, it would not apply to claims based on reckless conduct.

KEY QUOTATIONS

“Delaware law is clear that for liability waivers to be valid the waiver must contain crystal clear and unequivocal language that the waiver covers the releasees negligent acts.” (at 3)

“Quite simply, either waiver presented does not release Gold Metal from liability because it does not have the required language.” (at 4)

FACTUAL BACKGROUND

A nine-year-old plaintiff allegedly injured herself while using uneven bars during gymnastics activities at Gold Medal Gymnastics Academy. Her complaint alleged that defendant's conduct was negligent and reckless. Plaintiff's mother executed one waiver, and electronically accepted a second waiver, but neither expressly stated that defendant was released from liability for its own negligence.

PROCEDURAL HISTORY

Plaintiff, a nine-year-old participant in gymnastics activities, sued after allegedly being injured while using uneven bars at defendant's facility, asserting negligence and recklessness. Defendant relied on two written waivers and sought dismissal or summary judgment. The court found a factual dispute about which waiver applied but held that neither waiver was legally sufficient to release defendant from liability for its own negligence.

DISPOSITION

other

CASES CITED

- Slowe, 2008 WL 5115035 (Del. Super. Dec. 4, 2008)
- Mackenson, 2017 WL 2633492
- Ketler v. PFPA, LLC d/b/a Planet Fitness, 132 A.3d 746 (Del. Super.)
- Lyman v. Blue Diamond LLC, 2016 WL 5793725 (Del. Super. 2016)

OPINION

PER CURIAM.

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE Victoria McGinnis, Individually and) as Next Friend of K.M., a Minor,)) Plaintiff,) v.) C.A. No. N25C-12-324 FJJ) Gold Medal Gymnastics Academy) LLC,)) Defendants.)) ORDER Having considered Defendant, Gold Medal Gymnastics Academy, LLC (“Gold Metal”) Motion to Dismiss and the opposition of the plaintiff it appears to the Court that: 1.

A complaint has been filed on behalf of a nine year old who alleges that while participating in gymnastics activities at Defendant’s facility she injured herself while using the uneven bars. The complaint alleges that the Defendant’s conduct was both negligent and reckless which caused plaintiff’s injuries. Defendant has moved for summary judgment on the basis of a written waiver.

Plaintiffs oppose. 2. Two different waivers have been presented by the parties. There is a question of fact as to which of the two waivers is applicable in this case. However, there is no genuine issue of material fact because each of the 1 waivers is insufficient under Delaware law to exonerate the defendant from liability in this case. 3.

The two waivers provide: Waiver 1, which was executed by Minor Plaintiff’s mother, Victoria McGinnis on July 9, 2024, provides: I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis and even death, as well as other damages and losses associated with participation in gymnastics activities and events. I agree to indemnify and hold Gold Medal Gymnastics Academy, LLC, it's employees and officers harmless from and against any and all liability for any injury that may be suffered by the aforementioned individual arising out of or in any way connected with participation in this activity.

I further agree the sponsor of any GMGA event, along with the employees, agents, officers, and directors of these organizations shall not be liable for any losses or damages occurring as a result of the aforementioned individual participation in the event. Waiver 2, which was electronically accepted by Ms. McGinnis on July 25, 2024, provides: Gold Medal Gymnastics Academy, its coaches and other staff members, will not accept responsibility for injuries sustained by any student during the course of gymnastics and/or tumbling instruction, open gym or workouts, or any activity, or in the course of any exhibition, competition, or clinic in which he or she may participate or while traveling to or from the event.

With the above in mind, and being fully aware of the risks and possibility of injury involved, I consent to have my child or children participate in the programs offered by Gold Medal Gymnastics Academy. I, my executors or other representatives, waive and release all rights and claims for damages that I, or my child, may have against Gold Medal 2 Gymnastics Academy and or its representatives whether paid or volunteer.

4. Delaware law is clear that for liability waivers to be valid the waiver must contain crystal clear and unequivocal language that the waiver covers the releasees negligent acts.¹ Delaware courts have found provisions to be “crystal clear” when the language “expressly releases the defendants from any liability for any injury resulting from their own negligence.”² 5.

In *Slowe v. Pike Creek Court Club, Inc.*, this Court found that the waiver was not “crystal clear” in releasing PCCC from the negligence claim because the liability waiver was “devoid of any language indicating that the waiver would cover acts of negligence” committed by the defendant.³ *Slowe* highlights the importance of including language in a waiver that explicitly exonerates the party’s liability from injuries caused by acts of their own negligence.

6. The court in *Ketler v. PFPA, LLC d/b/a Planet Fitness* further explains the importance of expressly releasing an injury resulting from the negligence of the defendant.⁴ In *Ketler*, the plaintiffs’ claim was barred by the plaintiff’s signed release of liability.⁵ The waiver expressly released Planet Fitness 1 *Slowe*, 2008 WL 5115035 at *2 (Del. Super. Dec. 4, 2008).

2 Mackenson, 2017 WL 2633492 at *2. 3 *Slowe*, 2008 WL 5115035 at *3. 4 *Ketler*, 132 A.3d at 747. 5 *Id.* 3 from any injury that resulted in negligence of Planet Fitness by stating: a. “...I understand and voluntarily accept this risk and agree that Planet Fitness... will not be liable for any injury, including, without limitation, personal, bodily, or mental injury... resulting from the negligence of Planet Fitness or anyone on Planet Fitness' behalf whether related to exercise or not.”⁶ 7.

The present case is similar to *Slowe* because the waiver does not speak to the defendant’s own negligence. The provision is devoid of language exonerating Gold Metal from injuries caused by its own negligence. Gold Metal is not entitled to rely on either waiver to avoid liability. Quite simply, either waiver presented does not release Gold Metal from liability because it does not have the required language.

Therefore, Gold Metal’s Motion to Dismiss on the basis of the waiver is DENIED.⁷ IT IS SO ORDERED this 5th day of March, 2026. /s/ Francis J. Jones, Jr. Francis J. Jones, Jr., Judge cc: File & ServeXpress 6 *Id.* (emphasis added). 7 Even if the written waiver was valid it would not apply to plaintiff’s claims based on reckless conduct. *Lyman v. Blue Diamond LLC*, 2016 WL 5793725 (Del.

Super. 2016). 4

