

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)

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