



## Release of Liability Defeats Claim by Injured Animal Shelter Volunteer

Julie I. Fershtman

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**PRACTICE AREAS**

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In *Brown v. Northwoods Animal Shelter*, No. 299361 (unpublished opinion of the Michigan Court of Appeals 10/25/2011), the Michigan Court of Appeals affirmed dismissal of a lawsuit brought by a volunteer at an animal shelter who slipped and fell on the premises. This case illustrates Michigan's leniency in regard to enforcement of releases because, in my opinion, the document would likely fail in some other jurisdictions.

The successful release had several problems, none of which were, apparently, brought to the court's attention:

- The document was not very clear. It was not titled a "Release" but, rather, a "Hold Harmless Agreement." (My preference is that these documents include both "release" and "hold harmless" language in the title, as both have different legal meanings.)
- The word "release" was nowhere to be found in the entire document!
- The release-type language was set forth primarily in "hold harmless" terms; it provided that the signer "hereby agree to hold Northwoods Animal Shelter harmless, and I agree that the Northwoods Animal Shelter shall not in any circumstance be responsible for any loss or damage to my property or any injury to myself which may occur while I am volunteering . . ."
- The document referred to risks of injury while volunteers like the plaintiff worked with the animals but said nothing of risks associated with being on the premises. The plaintiff was allegedly injured from a condition of the premises, not an animal.

Had the plaintiff raised these points, the case could have gone the other way. At issue, however, was whether the document was supported by sufficient consideration; the court found that it was.

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