

# Mass. Court Says Waiver Valid In Adventure Park Injury Suit

By **Y. Peter Kang**

Law360 (November 19, 2025, 4:11 PM EST) -- A Massachusetts appellate court on Wednesday upheld the dismissal of a suit seeking to hold an adventure park liable for a woman's injuries, saying the liability waiver she signed is valid and enforceable.

A three-judge Appeals Court panel **affirmed** a Berkshire County Superior Court's decision granting summary judgment to Ramblewild LLC, a park featuring zip lines and rope courses, in a suit brought by Anush Gauthier accusing the park of negligently causing her unspecified injuries. The trial court found that Gauthier's undisputed signing of the waiver barred her claims, according to the opinion.

At issue on appeal is whether the liability waiver signed by Gauthier is enforceable. The plaintiff asserts that the release contained ambiguous terms as applied to her, which made the contract void.

The panel disagreed, however, saying the injury waiver clearly stated that it covered "participants" of the park who engaged in or even observed any of the activities in the park, and that such participants agree to release Ramblewild from liability in the event of personal injury or property damage.

The paragraph where participants agreed to release the park from liability began with the phrase "I further agree," which Gauthier insists meant that the release only applied to the preceding paragraphs regarding minor participants and their parents or legal guardians.

The appeals court rejected the argument, saying it was not a fair and reasonable interpretation of the liability waiver.

"For one thing, it 'would result in the unusual, if not disturbing, situation where children would be unable to recover from the negligence of the defendant,' but 'adults without children would be immune from such restrictions,'" the panel said. "For another, the overall structure and context of the release makes clear that adults without children are subject to the waiver requirement."

Adults are clearly defined as participants, and the injury release clearly refers to all participants with or without children, the panel said.

"In that context, the term 'further' does not create an intrinsic connection between the terms of the fourth paragraph and the preceding two paragraphs, but rather simply indicates that there are additional terms in the release," the opinion states.

Counsel for the parties did not immediately respond to requests for comment Wednesday.

Justices Ariane D. Vuono, Robert E. Toone Jr. and Kenneth V. Desmond sat on the panel for the Appeals Court.

Gauthier is represented by Jeremia A. Pollard of Hannon Lerner PC.

Ramblewild is represented by Peter L. Bosse and Prati Date of Boyle Shaughnessy Law PC.

The case is Anush Gauthier v. Ramblewild LLC, case number 24-P-1457, in the Appeals Court of the Commonwealth of Massachusetts.

--Editing by Daniel King.