



Ankin Law Office LLC

Protecting the Rights of Injured Workers

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Illinois Court on Whether Release of Liability is Enforceable

August 12th, 2011 by Admin - BN



Everyone signs them—those release forms that are often required before participating in a race or other physical activity. But, does signing that release actually prevent you from bringing a personal injury lawsuit in Illinois if you are seriously injured?

An Illinois court considered that very issue last month in *Hellwig v. Special Events Management*, No. 1-10-3604. At issue was whether a release signed by the plaintiff, who was planning to participate in a bike race, precluded him from bringing a personal injury lawsuit.

In *Hellwig*, the plaintiff was injured when he collided with another bicyclist—one who was not participating in the race. The collision occurred during a warm-up session organized by the defendants. The race was supposed to occur on a “closed course”, but during the warm-up event, the course was open to the public. *Hellwig* alleged that the defendant’s failure to close the course before the warm-up session constituted negligence. The defense alleged that the release signed by *Hellwig*, the “2009 USA Cycling Event Release Form”, released them from liability for the collision.

The Appellate Court of Illinois, First District, held that the release was enforceable because the plaintiff should have known that colliding with a nonparticipant was a risk covered by his release. The court explained its rationale:

(B)icycle racing on municipal streets undoubtably poses risk of injury to the public, riders, and race personnel, even when the course is closed. Various scenarios could arise in which a rider is injured, including, as in this case, collision with a nonparticipant. All such scenarios need not be enumerated in the release. It is sufficient if the language used therein is broad enough to reasonably demonstrate the parties contemplated the risk at issue. The release here

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plainly assigns plaintiff the risk of collision on the course, including, but not limited to, "collision with pedestrians, vehicles, other riders, and fixed or moving objects."

Therefore, the court concluded that the trial court properly dismissed the plaintiff's lawsuit. This is not a good result for the injured plaintiff, but is unfortunately the likely result in many cases where a release of liability is signed before participation in an organized activity.

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