

Mr. Woodman had authority to bind his son to the contract. The well-established Michigan common law rule is that a minor lacks the capacity to contract. It is undisputed that if five-year-old Trent had signed the waiver, defendant could not enforce the waiver against him unless Trent confirmed it after he reached the age of majority. Can a parent bind his child by contract if the child could not otherwise be bound?

6. Five-year-old Trent Woodman's parents had his birthday party at Bounce Party, which is operated by Kera LLC. Bounce Party is an indoor play area that contains inflatable play equipment. Before the party, Trent's father, Jeffrey Woodman, signed a liability waiver on Trent's behalf. The waiver provided that the undersigned acknowledged the risk and waived claims against Bounce Party.

THE UNDERSIGNED, by his/her signature herein affixed does acknowledge that any physical activities involve some element of personal risk and that, accordingly, in consideration for the undersigned waiving his/her claim against BOUNCE PARTY, and their agents, the undersigned will be allowed to participate in any of the physical activities. By engaging in this activity, the undersigned acknowledges that he/she assumes the element of inherent risk, in consideration for being allowed to engage in the activity, agrees to indemnify and hold BOUNCE PARTY, and their agents, harmless from any liability. Further, the undersigned agrees to indemnify and hold BOUNCE PARTY, and their agents, harmless from any and all costs incurred including, but not limited to, actual attorney's fees that BOUNCE PARTY, and their agents, may suffer by an action or claim brought against it by anyone as a result of the undersigned's use of such facility.

During the party, Trent Woodman jumped off a slide and broke his leg. Trent's mother filed suit on Trent's behalf. Kera filed a motion for summary judgment, arguing that Trent's claims were barred by the liability waiver. The Woodmans filed a cross-motion for summary judgment, arguing that the waiver was invalid as a matter of law. The trial court ruled that the waiver barred Trent's negligence claim but not his gross negligence claim. Both parties appealed. The court of appeals reversed and held that the waiver was invalid to bar the negligence claim. Kera appealed.

A parental preinjury waiver is a contract. Mr. Woodman purportedly signed the contract on behalf of his son. Consequently, Kera necessarily asserts that the contract is enforceable against Trent because