

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

COLLEEN M. HOLMES, and	)	No. ED98466
RICK W. HOLMES,	)	Appeal from the Circuit Court
Plaintiffs/Appellants,	)	of the City of St. Louis
v.	)	Honorable Joan L. Moriarty
MULTIMEDIA KSDK, INC.,	)	Date: January 15, 2013
LYNN BEALL, and MICHAEL SHIPLEY,	)	
Defendants/Respondents.	)	

Plaintiff spouses filed a lawsuit against a television station and two of its employees to recover damages for personal injury and loss of consortium based on defendants' negligence in locating an audio-visual box on the ground at a racing event. The circuit court entered summary judgment for the reason that plaintiffs' damage claims were barred by the language of a release signed by plaintiff wife.

AFFIRMED.

Division Two Holds:

1. *Alack v. Vic Tanny Intern. of Missouri, Inc.*, 923 S.W.2d 330 (Mo. banc 1996), requires that the word "negligence" or its equivalent must be clearly set out in a release of future negligence.
2. Alack did not hold that the word "any" was ambiguous when describing classes of persons to be released in a release of future negligence.
3. The release of "any Event sponsors" from liability for future negligence clearly releases all Event sponsors without exclusion.
 - a. The release is not ambiguous because it does not name each individual Event sponsor.
 - b. The release is not ambiguous because it does not specify that it applies to Event sponsors who had not signed a sponsorship agreement before plaintiff wife signed the release.

Opinion by: Kathianne Knaup Crane, P.J.
Mary K. Hoff, J. and Lisa Van Amburg, J., concur.

Attorney for Appellants: Matthew C. Casey

Attorney for Respondents: John A. Michener

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