Summary of SC100512, *Presley Karlin v. UATP Springfield LLC d/b/a Urban Air Springfield*
Appeal from the Greene County circuit court, Judge Michael J. Cordonnier
Argued and submitted September 11, 2024; opinion issued March 4, 2025

Attorneys: Urban Air was represented by J. Taylor White of Kutak Rock LLP in Springfield, (417) 720-1510, and Michael L. Amaro of Amaro Baldwin LLP in Long Beach, California, (562) 912-4157. Karlin was represented by Brandon C. Potter and Daniel P. Molloy of Aaron Sachs & Associates PC in Springfield, (417) 889-1400.

This summary is not part of the opinion of the Court. It is provided by communications counsel for the convenience of the reader. It neither has been reviewed nor approved by the Supreme Court and should not be quoted or cited.

Overview: A company appeals from the circuit court's order overruling its motion to compel arbitration in a personal injury case. In a unanimous decision written by Judge Paul C. Wilson, the Supreme Court of Missouri vacates the circuit court's order and remands (sends back) the case. Because the plaintiff in the underlying matter did not raise any specific challenge to the arbitration agreement's delegation clause, any challenges concerning the validity and scope of the release agreements are for the arbitrator to decide. Judge John R. LePage – an associate circuit judge in McDonald County (in the 40th Judicial Circuit) – sat in this case by special designation in place of Judge Ginger K. Gooch.

Facts: In March 2021, then 17-year-old Presley Karlin was injured during a visit to UATP Springfield LLC d/b/a Urban Air Springfield, an interactive trampoline and adventure park. After turning 18, Karlin sued Urban Air for negligence, alleging the cushions Urban Air placed to protect him in the event of a fall were inadequate and Urban Air knew or should have known of this dangerous condition. Urban Air moved to compel arbitration based on an arbitration agreement contained in release and indemnification agreements signed on Karlin's behalf. The arbitration agreement contained a delegation clause stating that disputes as to scope, arbitrability, or validity of the agreement were for the arbitrator. Before allowing entry, Urban Air requires each participant to agree to a release signed by or on behalf of that participant. Karlin made several trips to Urban Air prior to and on the date of his injury. At each visit, one or more releases were signed on his behalf. Three of the releases, including two signed on the date of his injury, were signed by an adult who was not related to Karlin and who had no actual or apparent authority to contract on his behalf. A fourth release was signed by Karlin's mother four months before Karlin's injury. The circuit court overruled Urban Air's motion to compel arbitration. Urban Air appeals, and, although it originally relied on all four releases, it now limits its arguments on appeal to the release Karlin's mother signed.

VACATED AND REMANDED.

Court en banc holds: The circuit court erred in overruling Urban Air's motion to compel arbitration. Because Karlin raises no challenge specific to the delegation clause, it must be enforced. When an arbitration agreement contains a delegation clause, it will be enforced according to its terms unless the party opposing arbitration raises a challenge specific to the delegation clause itself. Karlin raises no challenge that is unique or specific to the delegation clause in the release; therefore, he must bring his challenges concerning the validity and scope of the release to the arbitrator.