Your Liability Waiver May Not Protect You: What a new SJC Decision Means for Fitness and Activity Businesses

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You had every customer sign a waiver. You think you're covered. According to Massachusetts' highest court, you may not be.

On November 10, 2026, the Supreme Judicial Court ("SJC") decided *Cross v. BeFree Enterprises, LLC*, a case involving The Little Gym of West Boylston. A five-year-old broke her arm when she fell from equipment during a gymnastics class. Her family sued for negligence, claiming she had been left unsupervised. The gym relied on to the "waiver of liability" her father signed at enrollment, and a trial court dismissed the case on that basis.

The SJC, however, reversed that ruling. A Massachusetts consumer protection law governing "health club services" contracts provides they cannot include terms where the customer waives claims arising from their activities at the club. The SJC found that The Little Gym qualified as a "health club," as defined in the statute, thus the waiver was void and the lawsuit was revived. proceed.

Key Takeaways for Business Owners

1. "Health club" covers more than traditional gyms. The gym argued it was really an "early education enrichment program" for children. The Court disagreed because the business offered instruction in physical fitness and skill development. The statute lists gymnasiums, martial arts schools, tennis and racquet facilities, and similar businesses as examples. If you run a dance studio, a youth sports program, a climbing gym or a fitness studio, you will need to take a close look at where you stand.

2. A separate waiver form won't get you around the law. The gym argued that its online waiver was a standalone document. The Court read it together with the rest of the enrollment paperwork and the payment as



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one contract.

3. The ban covers injury claims, not just billing disputes. The Court rejected the argument that the law protects only against contract-type claims. Waivers of negligence claims arising from a customer's activities are also prohibited.

4. Your risk plan has to rely on more than paperwork. If a waiver can't be enforced, what protects you is proper supervision, safe equipment, trained staff and adequate insurance. These businesses face other requirements under the same law as well, including limits on contract length, bonding and cancellation rights.

The bottom line: Many Massachusetts businesses rely on waivers that may be worth nothing in court. Now is the time to review your enrollment documents, insurance coverage and safety practices.

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