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In the Court of Appeals

MAR 25 2016

SC Court of Appeals

APPEAL FROM FAIRFIELD COUNTY

Benjamin H. Culbertson, Circuit Court Judge

Appellate Case No. 2015-001178

Corey RossAppellant,

v.

Carolina Adventure World, LLC Respondent.

INITIAL BRIEF OF RESPONDENT

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STATEMENT OF ISSUES ON APPEAL

- I. Did the Circuit Court properly grant Respondent's motion for a directed verdict where Appellant failed to present evidence Respondent owed a duty to Appellant?
- II. Did the Circuit Court properly hold the Waiver of Liability barred Appellant's claim?
- III. Did the Circuit Court properly grant Respondent's motion for a directed verdict pursuant to the doctrine of primary implied assumption of the risk?

STATEMENT OF THE CASE

Appellant Corey Ross filed suit against Respondent Carolina Adventure World in a personal injury matter, alleging negligence. The case proceeded to trial on May 27, 2015, before the Circuit Court in Fairfield County. (Tr. P. 1). At the conclusion of Appellant's case, Respondent moved pursuant to Rule 50, SCRCF, for a directed verdict on the grounds that (1) Appellant failed to present any evidence establishing a duty owed by Respondent to Appellant; (2) Appellant expressly assumed the risk in the waiver of liability; and (3) the doctrine of primary implied assumption of the risk barred Appellant's claim. (Tr. P. 247, line 12 – P. 249, line 20). Respondent's motion was granted.

The Appellant filed this appeal.

STATEMENT OF THE FACTS

Respondent Carolina Adventure World, LLC, located in Fairfield County, South Carolina, owns 2,600 acres of trails and tracks to be utilized by individuals on, inter alia, all-terrain vehicles (ATV) and off-road motorbikes. (Tr. P. 99, lines 20-22). On December 27, 2008, Appellant Cory Ross traveled to Respondent's property for the purpose of utilizing Respondent's off-road trails on an ATV. (Tr. P. 59). Prior to December 27, 2008, Appellant had never visited Respondent's property. (Tr. P. 187, lines 7-11). However, Appellant had operated ATVs in the off-road scenario prior to this date. (Tr. P. 185, lines 1-2).

Appellant arrived at the Carolina Adventure World property with his friend, Richard Paxton. (Tr. P. 186, lines 10-15). Appellant and Paxton towed their own ATVs with them on a trailer. (Tr. P. 187, lines 12-14). Appellant owned a Polaris Magnum 325 four-wheel drive ATV. (Tr. P. 183, line 22-24).

Upon their arrival, Appellant and Paxton were presented a waiver of liability. (Tr. P. 188, lines 19-20). The Assumption of Risk, Release of Liability and Indemnity Agreement provided that the risks of operating an ATV on Respondent's trails included "collisions, crashes, vehicle roll-

overs, [and] falls” (emphasis added) (Assumption of Risk, Release of Liability and Indemnity Agreement). Appellant and Paxton signed the waiver, paid the \$20.00 entry fee, and parked their vehicle. (Tr. P. 189, line 4 – P. 190, line 9). Appellant also received a map of the trails on the property, which also indicated the difficulty of the trails. (Tr. P. 189, lines 14-16).

Respondent’s trails were graded on a scale of difficulty. The system used is much like that of a ski slope with trails of increasing difficulty marked on a scale of green to black. (Tr. P. 110, lines 23-24). The green trails were maintained to a higher standard, having few ruts and no elevation change. (Tr. P. 110, line 24 – P.111, line 1). The blue trails were maintained. However, unlike green trails, there were more elevation changes and ruts. (Tr. P. 111, lines 1-5). Black trails were not maintained, and were referred to as “natural trails.” (Tr. P. 111, lines 5-6). Black trails were reserved for the “most extreme experience[d]” riders that come onto Respondent’s property. (Tr. P. 111, lines 6-7).

Appellant and Paxton began riding some of the trails and navigated through muddy conditions. (Tr. P. 190, lines 12-21). Appellant rode for “an hour or so,” before he and Paxton came upon Trail 19. (Tr. P. 190,

lines 14-16). Trail 19 was a clearly-marked double black diamond trail, the highest grade of difficulty on Respondent's property. At trial, Appellant admitted he was aware he was entering Trail 19. (Tr. P. 232, lines 9-13).

Paxton rode ahead of Appellant on Trail 19. (Tr. P. 192, lines 7-11). Approximately fifteen minutes into the ride, Appellant encountered a rock set into the trail in the middle of a hill. (Tr. P. 191, line 14). Paxton had already traveled past this rock. Appellant noticed the rock from fifteen to twenty feet away. (Tr. P. 192, lines, 17-19). As soon as Appellant observed the rock, Appellant increased his speed. (Tr. P. 242, lines 5-8). According to Appellant's testimony at trial, Appellant's front wheels cleared the rock, but his back wheels clipped the rock, causing the ATV to overturn onto Appellant. (Tr. P. 195, lines 3-9). The right handle-bar of Appellant's ATV struck Appellant in his right eye, causing damage to his eye and facial bones. (Tr. P. 195, lines 12-21; P. 197, lines 4-6; P. 199, lines 17-20).

LAW/ANALYSIS

Standard of Review

In ruling on a directed verdict motion in the civil setting, the trial

court is concerned only with the existence or non-existence of evidence, not the weight of the evidence. S.C. Fed. Credit Union v. Higgins, 394 S.C. 189, 194, 714 S.E. 2d 550, 552 (2011).

A directed verdict motion is properly granted if the evidence as a whole is susceptible of only one reasonable inference. Pond Place Partners, Inc. v. Poole, 351 S.C. 1, 15, 567 S.E.2d 881, 888 (Ct. App. 2002).

The appellate court will only reverse the trial court's directed verdict ruling when there is no evidence to support the ruling below. Id.

I. The Circuit Court Properly Granted Respondent's Motion for a Directed Verdict Because Appellant Failed to Present Evidence Respondent Owed a Duty to Appellant

In granting Respondent's motion for a directed verdict, the Circuit Court found Appellant failed to show Respondent owed a duty—whether by statute or general business—to Appellant.

To prevail on a negligence cause of action in South Carolina, the plaintiff must establish the following:

- (1) the defendant owed a duty of care to the plaintiff;
- (2) the defendant breached the duty by a negligent act or omission;

- (3) the defendant's breach was the actual and proximate cause of the plaintiff's injury; and
- (4) the plaintiff suffered an injury or damages.

E.g., Steinke v. S.C. Dep't of Labor, Licensing & Regulation, 336 S.C. 373, 387, 520 S.E.2d 142, 149 (1999).

"The issue of negligence is a mixed question of law and fact."
Moore v. Weinberg, 373 S.C. 209, 221, 644 S.E.2d 740, 746 (Ct. App. 2007). As a threshold matter, the Circuit Court must determine, as a matter of law, whether the law recognizes a particular duty. See Ellis v. Niles, 324 S.C. 223, 227, 479 S.E.2d 47, 49 (1996).

The nature and scope of duty in a premises liability action, if any, is determined by the status or classification of the individual injured at the time of his injury. Sims v. Giles, 343 S.C. 708, 715, 541 S.E.2d 857, 861 (Ct. App. 2001); see also Larimore v. Carolina Power & Light, 340 S.C. 438, 444, 531 S.E.2d 535, 538 (Ct. App. 2000) ("The level of care owed is dependent upon the class of the person present."). South Carolina courts have recognized four classifications of individuals who come on another individual's premises: (1) trespassers; (2) licensees; (3) invitees;¹ and (4)

¹ Respondent submits Appellant was an invitee.

children. Singleton v. Sherer, 377 S.C. 185, 659 S.E.2d 196 (Ct. App. 2008).

“An invitee is a person who entered onto the property of another at the express or implied invitation of the property owner.” Goode v. St. Stephens United Methodist Church, 329 S.C. 433, 441, 494 S.E.2d 827, 831 (Ct. App. 1997). A person is an invitee on the land of another if he entered by express or implied invitation, his entry is connected with the owner’s business or with an activity the owner conducts on his land, and there is a mutuality of benefit or a benefit to the owner. See Larimore, 340 S.C. at 444, 531 S.E.2d at 538 (“Because Larimore, [who was hired by the property owner to add vinyl siding to his home,] was a business visitor invited to enter or remain on the property for a purpose directly or indirectly connected with [the property owner], Larimore was an invitee.”).

The law recognizes two types of invitees: a public invitee and a business visitor. Sims, 343 S.C. at 717, 541 S.E.2d at 862. “A public invitee is one who is invited to enter or remain on the land as a member of the public for a purpose for which the land is held open to the public.” Goode, 329 S.C. at 441, 494 S.E.2d at 831. On the other hand, a business

visitor is an invitee whose sole purpose for being on the property is directly or indirectly connected with the business dealings with the owner. Id.

A landowner is not required to maintain the premises in such condition that no accident could happen to a patron using them. See Denton v. Winn-Dixie Greenville, Inc. 312 S.C. 119, 120, 439 S.E.2d 292, 293 (Ct. App. 1993). Rather, the owner of property owes a duty of exercising reasonable or ordinary care for an invitee's or business visitor's safety, and is liable for injuries resulting from the breach of such duty. Sims, 343 S.C. at 718, 541 S.E.2d at 863.

[W]here the entrant is deemed to be an invitee, the rule seems to be that the occupier of the premises ordinarily owes him not only the duty not to injure him by unreasonably dangerous conduct while he is upon the premises, but also the affirmative duty to use reasonable care to discover unreasonable dangerous conditions of the premises and either put the premises in a **reasonable safe condition for use in a manner consistent with the purpose of invitation** or warn him of the danger.

Hughes v. Children's Clinic P.A., 269 S.C. 389, 400, 237 S.E.2d 753, 758 (1977) (internal citation omitted) (emphasis added); see also Parker v. Stevenson Oil Co., 245 S.C. 275, 280-81, 140 S.E.2d 177, 179 (1965) ("The occupant owes a duty to an invitee to exercise due care to keep the premises to which the **invitation extends** in a reasonably safe condition

for his use.”) (emphasis added). Further, the landowner has a duty to warn an invitee only of latent or hidden dangers of which the landowner is on actual or constructive notice. See Larimore, 340 S.C. at 445, 531 S.E.2d at 538.

It is important to initially note that the purpose of the invitation was for Appellant to use Respondent’s land for recreational riding of trails, whether they were maintained or unmaintained. Notably, William Ekkolm testified individuals ride on different trails “in order to progress to become better,” and “to challenge yourself.” (Tr. P. 177, lines 14-21). Appellant acknowledges that “South Carolina law requires that the premises be made reasonably safe for a manner consistent with the purpose of use.” (Initial Brief of Appellant at 14). However, Appellant attempts to mitigate our Supreme Court’s language, and argues that the duty to make “reasonably safe” is not created dependently on the “purpose of use.”² (Initial Brief of Appellant at 14). This argument is misguided.

Respondent acknowledges that a duty to make the premises

² Respondent points out that Appellant has failed to cite any jurisprudence supporting his contention that the duty is not dependent upon the purpose of the invitation.

reasonably safe arises from the relationship between Appellant and Respondent. However, based on our Supreme Court's precedent, that duty is dependent upon the "purpose of use." Appellant failed to present any evidence at trial proving Respondent failed to make the premises reasonably safe for use in a manner consistent with the purpose of the invitation—riding trails in different degrees of difficulty. See Hughes, 269 S.C. at 400, 237 S.E.2d at 758; Parker, 245 S.C. at 280-81, 140 S.E.2d at 179. As the Circuit Court noted, "there's nothing that shows that the generally accepted business practices of operating these types of facilities for ATV off-road trail-riding requires [Respondent] to go remove impediments from these trail-ways." (Tr. P. 269, lines 5-8). The Appellant failed to present any evidence, such as the opinion of an expert witness, that the standard of care operators of off-road trail-riding facilities would prescribe the removal of the particular rock upon which the Appellant overturned his ATV. Although Appellant objects to the specific rock on which he overturned, he acknowledged that on the trails "rocks are everywhere, they're fine." (Tr. P. 216, line 4). A rock visible from 20 feet away on a natural trail designated as a black diamond trail in an off-road ATV facility is not the equivalent to snow and ice on the floor of a grocery

store during shopping hours. One knows that snow and ice should not be on the floor of a store open to shoppers. Evidence of the existence of the snow and ice on the floor can constitute evidence of negligence under the “purpose of use rule.” However, under this rule, snow and ice on a ski slope are not considered evidence, without more, of negligence. The “purpose of use rule” acknowledges that a rock on a black diamond ATV trail visible for 20 feet cannot be viewed, without more, as evidence of a breach of duty any more than evidence of challenging conditions on a black diamond ski trail. See e.g. Nelson v. Snowridge, Inc., 818 F. Supp. 80 (D.C. Vt. 1993) (holding ski area operator had no duty to warn skiers of icy conditions on trail and ski operator was not liable to expert skier who fell on ice and collided with a tree on designed double black diamond trail, where ice was obvious and necessary danger in sport of skiing; skier was aware of special difficulties of traversing ice on double black diamond trails and was aware of ice on this specific trail).

Moreover, Appellant failed to present evidence that Respondent failed to warn Appellant of any specific condition which was a latent or hidden danger of which Respondent was on actual or constructive notice. See Larimore, 340 S.C. at 445, 531 S.E.2d. at 538. Instead, Appellant

identifies as the “dangerous condition” a rock which he observed from fifteen to twenty feet away. That is not a hidden condition. Furthermore, Appellant failed to present any evidence that anyone had ever had a problem navigating their ATV over that rock, including Appellant’s friend, Paxton, and the 1,200 people who used the property during the week of Appellant’s accident in order to create a duty owed by Respondent to warn Appellant. (Tr. P. 192, lines 7-9).

The Appellant’s evidence included testimony that even the most experience of riders wreck on ATVS when pushing the limits. (Tr. P. 177, lines 2-13). It is axiomatic that proof of an injury is not proof of negligence. Cf. Taylor v. Winnsboro Mills, 146 S.C. 28, 143 S.E.2d 474 (1928) (“It is well settled in this state that proof of injury does not raise presumption of negligence”). Yet, this is exactly the method upon which Appellant seeks to establish his claim. As such, the Appellant failed to meet his burden of proof to establish that the Respondent breached any duty owed to him.

II. The Circuit Court Properly Held the Waiver of Liability Barred Appellant’s Claim

As an alternative ground, the Circuit Court found Appellant signed

an assumption of risk agreement acknowledging the inherent dangers of ATV trail riding. Accordingly, Respondent was absolved of any liability on Appellant's claims because Appellant expressly assumed risk.

Exculpatory contracts, such as the waiver of liability signed in this case, have been upheld by the courts of this state. McCune v. Myrtle Beach Indoor Shooting Range, Inc. 364 S.C. 242, 249, 612 S.E.2d 462, 465 (Ct. App. 2005); see Huckaby v. Confederate Motor Speedway, Inc., 276 S.C. 629, 630, 281 S.E.2d 223, 224 (1981) (finding plaintiff's action against speedway of injuries sustained during a race was barred by the "waiver and release" voluntarily signed by plaintiff prior to entering the race track); Pride v. Southern Bell Tel. & Tel. Co., 244 S.C. 615, 619-22, 138 S.E.2d 155, 157-58 (1964) (holding it was not a violation of public policy for telephone company to legally limit its liability by contract for negligence); see also Gore v. Tri-County Raceway, Inc., 407 F. Supp. 489, 492 (M.D. Ala. 1974) ("If these agreements, voluntarily entered into, were not upheld, the effect would be to increase the liability of those organizing or sponsoring such events to such an extent that no one would be willing to undertake to sponsor a sporting event. Clearly, this would not be in the public interest.").

This Court in McCune enforced a release form signed by the plaintiff in absolving liability of a shooting range. The mask the plaintiff had worn while participating in a paintball game was alleged to be loose and ill-fitting. While playing in a match, the plaintiff caught the mask on the branch of a tree. The tree was obscured from the plaintiff's field of vision by the top of the mask. The plaintiff's mask was raised off her face because it was loose, and provided no protection against an incoming paintball pellet, which struck the plaintiff in the eye. The Court of Appeals affirmed the Circuit Court's finding that the waiver signed by the plaintiff was sufficient to show she expressly assumed the risk associated with playing paintball. McCune, 364 S.C. at 249, 612 S.E.2d at 465. Respondent avers the circumstances are the same in the instant case and that McCune is a basis for affirming the Circuit Court.

Appellant relies on Fisher v. Stevens, 355 S.C. 290, 584 S.E.2d 149 (Ct. App. 2003), in arguing the waiver of liability form signed by Appellant, which barred all claims of liability, violated public policy. However, this Court did not make such a finding in Fisher.

In Fisher, the plaintiff suffered injuries after falling from a wrecker truck at the Myrtle Beach Motor Speedway. The plaintiff signed a release

to gain access to the pit area where the wrecker was located. The release provided:

[Fisher] HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA . . . ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES", FROM ALL LIABILITY . . . where caused by the negligence or gross negligence of the "RELEASEES[.]

Fisher, 355 S.C. at 293, 584 S.E.2d at 151.

The plaintiff filed suit against the driver and owner of the wrecker, as well as speedway. The driver and owner of the wrecker asserted the release, signed by the plaintiff, as an affirmative defense. The trial court granted partial summary judgment to the plaintiff against the driver and owner of the wrecker, finding the release, as a matter of law, did not bar the plaintiff's claims. The trial court found an issue of fact existed concerning whether the plaintiff was an employee of the speedway, thus invalidating the release as being contrary to public policy.

This Court affirmed, dismissing the driver and owner of the wrecker's contention that the release applied to them pursuant to the

language to release “VEHICLE OWNERS, DRIVERS, [and] ... ANY PERSONS IN ANY RESTRICTED AREA” from any liability. This Court found “vehicle owners” and “drivers” to be a term of art, denoting the owner and driver of a competing racecar rather than a wrecker. This Court further found the reliance on the phrase “ANY PERSONS IN ANY RESTRICTED AREA” to be overly broad and its enforcement would offend notions of public policy. This Court concluded the parties could have agreed to plainly state that the plaintiff agreed to relieve the wrecker’s owner and driver from all liability in the release.³

This Court **did not** find the release was unenforceable due to its language releasing liability for negligence or gross negligence. Accordingly, Appellant’s reliance on Fisher for this proposition is unfounded.

Further, our Supreme Court upheld a waiver and release agreement in Huckaby. Appellant attempts to distinguish the facts of Huckaby from the case at bar, asserting the driver involved in Huckaby had raced at the particular track in question multiple times. However, the enforceability of

³ This Court dismissed Speedway’s appeal on procedural grounds.

waiver agreements should not be based on the experience of the individual injured, but must be viewed objectively. See Huckaby, 276 S.C. 629, 281 S.E.2d 223.

Like the driver in Huckaby and the injured patron in McCune, Appellant voluntarily signed the waiver of liability and voluntarily rode the trails at Respondent's property. Accordingly, the Circuit Court properly found the waiver of liability was enforceable and Appellant expressly assumed the risk.

III. The Doctrine of Primary Implied Assumption of the Risk Supported the Circuit Court's Granting of Directed Verdict

As an alternative ground, the Circuit Court held Respondent had no duty to warn of any alleged dangerous condition because the condition is "part of the experience of riding these ATVs through the woods and through the trails and things of that nature."

"Express assumption of risk is contrasted with implied assumption of risk which arises when the plaintiff implicitly, rather than expressly, assumes known risks. Implied assumption of risk is characterized as either primary or secondary." McCune, 364 S.C. at 247, 612 S.E.2d at 464. "[P]rimary implied assumption of risk is but another way of stating the

Goreconclusion that a plaintiff has failed to establish a prima facie case [of negligence] by failing to establish that a duty exists.” Davenport v. Cotton Hope Plantation Horizontal Property Regime, 333S.C. 71, 81, 508 S.E.2d 565, 570 (1998).

Primary implied assumption of risk arises when the plaintiff impliedly assumes those risks that are inherent in a particular activity. Id. The doctrine of primary implied assumption of risk “goes to the initial determination of whether the defendant’s legal duty encompasses the risk encountered by the plaintiff.” Id.; see also Cole v. Boy Scouts of Am., 397 S.C. 247, 251, 725 S.E.2d 476, 478 (2011).

Primary implied assumption of risk is simply a legal term to express the position that one who freely volunteers to participate in a sport which has inherent risk of injury should not be allowed to sue the person who provides the facility to engage in the activity when the person is injured while engaging in the activity. See Cole, 397 S.C. at 252, 725 S.E.2d at 478 (holding that softball participant assumed risks inherent in game, including a violation of the rules of the game and reckless conduct inherent in the game).

Primary implied assumption of the risk is a legal question for the

court and is decided on an objective standard. Id. (noting that the relative inquiry into the standard of care is whether the sport is a contact sport, which should be determined “by examining the objective factors surrounding the game itself, not on the subjective expectations of the parties” and citing with approval, Landrum v. Gonzalez, 257 Ill. App. 3d 942, 629 S.E.2d 71 (Ill. App. Ct. 1994)).

In this case, Appellant, by any objective measure, had impliedly assumed the risk of overturning his ATV while driving over difficult, off-road conditions on Trail 19. Appellant received a map showing the different levels of challenge of the trails on the property. The map also showed that Trail 19 was designed for only the most experienced of ATV operators. The Appellant signed an Assumption of Risk, Release of Liability and Indemnity Agreement. (Tr. P. 188, lines 19-21). In this document, the Appellant acknowledged that the risks of operating an ATV on the Respondent’s trails included the risks of “collisions, crashes, vehicle roll-overs, and falls[.]” (Assumption of Risk, Release of Liability and Indemnity Agreement) (emphasis added).⁴ He spent an hour traveling on

⁴ While Appellant testified he did not have time to read the waiver (Tr. P. 189, lines 4-10), the law presumes an individual who signs a

less challenging trails which he admitted were maintained, and he was aware that Trial 19 was “hilly, rocky terrain” before he encountered the rock. (Tr. P. 219, line 18 – P. 220, line 3). Appellant testified to navigating other rocks on the trails, the existence of which he did not object to. (Tr. P. 216, line 4). There was no evidence that any other rider had complained of the specific rock which Appellant overturned nor was there evidence that any other driver crashed at this site. As mentioned above, Appellant’s evidence included testimony that even the most experience of riders wreck on ATVS when pushing the limits. (Tr. P. 177, lines 2-13). Wrecking ATVs is part of mastering the sport just as falling down is part of mastering the sport of skiing.

It is not evidence of a breach of duty to simply show that a skier failed to successfully navigate a black diamond slope the first time he tried to ski the most challenging trial on the resort. See e.g. Nelson, 818 F. Supp. 80. The skier impliedly assumed that risk that part of his sport is that he will fall while trying to improve his abilities.

document, reads the documents. See Maw v. McAlister, 252 S.C. 280, 285, 166 S.E.2d 203, 205 (1969) (“The duty on the part of one who sign a written instrument to ‘exercise reasonable care to protect himself requires that he read the contract which he signs[.]’”).

Similarly, the Appellant cannot meet his burden of proof in this case simply by showing that he crashed while navigating for the first time, Trail 19, the first black diamond trail he had ever attempted to complete. There was no evidence of any other person having a problem navigating this section of Trial 19 other than the Appellant. Evidence that he crashed is simply proof that he tried to negotiate a trail which was beyond his abilities to complete, not that the Respondent was negligent. The crash was inherent in the sport. Like the injured player in Cole, Appellant impliedly assumed the risk of overturning an ATV operated over hilly, rocky terrain and, therefore, as a matter of law, failed to show that Respondent breach a duty owed to him.

CONCLUSION

For the foregoing reasons, Respondent respectfully asks this Court to affirm the Circuit Court's granting of Respondent's motion for a directed verdict.

[SIGNATURE PAGE FOLLOWS]

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ATTORNEYS FOR
RESPONDENT

Columbia, South Carolina
March 25, 2016

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

MAR 25 2016

APPEAL FROM FAIRFIELD COUNTY

SC Court of Appeals

Benjamin H. Culbertson, Circuit Court Judge

Appellate Case No. 2015-001178

Corey Ross Appellant,

v.

Carolina Adventure World, LLC Respondent.

CERTIFICATE OF SERVICE

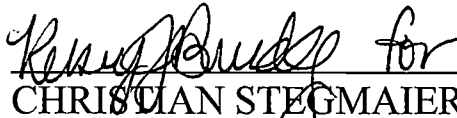
Counsel for Respondent certifies that he has served Respondent's Initial Brief on all parties by depositing a copy of it in the United States Mail, postage prepaid, on March 25, 2016, addressed to the following attorneys of record:

COUNSEL SERVED:

S. Jahue Moore, Esquire
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West Columbia, SC 29169

Kenneth R. Raynor, Esquire
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Respectfully submitted,
COLLINS & LACY, P.C.

By:  for
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ATTORNEY FOR RESPONDENT

**RESPONDENT'S INITIAL
BRIEF**

Columbia, South Carolina
March 25, 2016



Christian Stegmaier | D: 803.255.0454 | E: cstegmaier@collinsandlacy.com

March 25, 2016

VIA HAND DELIVERY

The Honorable Jenny A. Kitchings
South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RECEIVED
MAR 25 2016
SC Court of Appeals

**Re: Corey Ross vs. Carolina Adventure World
Appellate Case No. 2015-001178
C&L File No. 001880-00101**

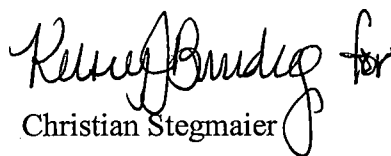
Dear Ms. Kitchings:

Please find enclosed for filing the original and two (2) copies of the Initial Brief of Respondent and Respondent's Designation of Matter to be Included in the Record on Appeal, as well as Proofs of Service for each, in the above-referenced matter. Please return the filed copies of each to me via my courier.

By copy of this letter, I am serving a copy of same upon counsel for Appellant.

Thank you for your time and attention. Should you have any questions, please do not hesitate to contact me.

Respectfully,


Christian Stegmaier

CS:srm
Enclosures

cc: S. Jahue Moore, Esquire
Kenneth R. Raynor, Esquire