

IN THE SUPREME COURT OF THE STATE OF NEVADA

BONNIE SHUMAN,
Appellant,
vs.
MEADOWBROOK MOUNTAIN SPA,
LLC, A DELAWARE LIMITED
LIABILITY COMPANY D/B/A
SILVERSTONE GOLF CLUB,
Respondent.

No. 50985

FILED

JAN 09 2009

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court summary judgment in a personal injury case. Eighth Judicial District Court, Clark County; Jennifer Togliatti, Judge.

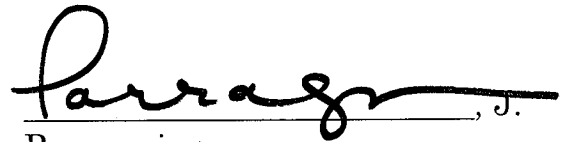
Appellant, a photographer, worked as an independent contractor at the respondent's golf course. Before starting her work at the golf course, appellant executed a concession agreement, containing a personal injury liability waiver, unless the alleged injuries resulted from respondent's gross negligence or willful misconduct. After appellant was injured in a single golf cart accident, she sued respondent claiming damages for her personal injuries. The district court granted respondent's motion for summary judgment, concluding that under the concession agreement appellant had waived respondent's liability for her personal injuries while in the scope of her duties as an independent contractor. This appeal followed.

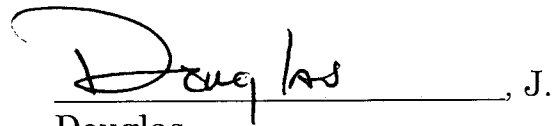
We review a district court's order granting summary judgment de novo, without deference to the lower court's findings. Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). The moving party is entitled to summary judgment when the pleadings and other evidence on

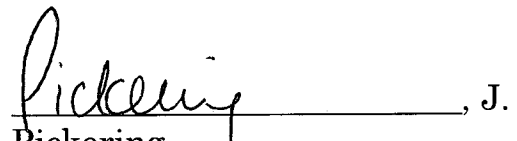
file demonstrate that there are no remaining issues of material fact and the moving party is entitled to judgment as matter of law. Id.; NRCPC 56(c). When we review a summary judgment, we must consider the evidence, and any reasonable inferences drawn from it, in a light most favorable to the nonmoving party. Wood, 121 Nev. at 729, 121 P.3d at 1029.

Having reviewed the parties' briefs and the record on appeal, we conclude that the district court did not err in granting summary judgment to respondent. In particular, the court properly concluded that under the concession agreement, appellant had waived respondent's liability for her personal injuries. Accordingly, we

ORDER the judgment of the district court AFFIRMED.


Parraguirre


Douglas


Pickering

cc: Hon. Jennifer Togliatti, District Judge
William F. Buchanan, Settlement Judge
Law Offices of Barry Levinson, P.C.
Kramer, Deboer, Endelicato & Keane
Eighth District Court Clerk