

Supreme Court of Texas

No. 24-0905

UATP Management, LLC; UATP IP, LLC; UA Attractions, LLC;
Rachelle Nurse-Goodly; and Joseph Goodly,
Petitioners,

v.

Chiniqua Geter as next friend of K.G., a minor,
Respondent

On Petition for Review from the
Court of Appeals for the Fourteenth District of Texas

PER CURIAM

A mother released liability on her minor daughter's behalf in favor of a trampoline park. The agreement contains indemnity and arbitration provisions. The indemnity provision identifies several park-affiliated individuals and entities as "protected parties," but the protected parties did not sign the agreement.

The daughter was injured while visiting the park. Her mother sued on her behalf, naming the park and the protected parties as defendants. The defendants moved to compel arbitration under the release agreement, and the trial court denied the motion. The court of

appeals reversed as to the park, holding that an arbitration agreement existed between the park and the minor child. The court further held, however, that the non-signatory affiliates identified in the agreement had no contractual right to compel arbitration. Because the protected parties are third-party beneficiaries of the agreement, we reverse this portion of the court of appeals' judgment and remand the case to the trial court for further proceedings.

I

Chiniqua Geter sued on behalf of her minor daughter, K.G., for injuries K.G. sustained while playing at an Urban Air trampoline park in Beaumont, Texas. The named defendants include Beaumont Adventure Park Urban Air LLC (Beaumont Urban Air) and petitioners UATP Management, LLC; UATP IP, LLC; UA Attractions, LLC; Rachelle Nurse-Goodly; and Joseph Goodly.

Before entering the play area of the park, Geter signed a release and indemnification agreement in favor of Beaumont Urban Air on behalf of K.G. The release and indemnity provision in the agreement identifies the non-signatory petitioners as "protected parties" that Geter, in signing the agreement, "releases, agrees not to sue, and shall indemnify."¹ The agreement further contains an arbitration provision providing that "[a]ny dispute or claim arising out of or relating to this Agreement, breach thereof, the Premises, Activities, property damage (real or personal), personal injury (including death), or the scope,

¹ "[The signatory] releases, agrees not to sue, and shall indemnify Urban Air, UATP Management, LLC, UATP IP, LLC, UA Attractions, LLC, [and] the legal owner of the premises . . . (collectively, protected parties)."

arbitrability, or validity of this arbitration agreement . . . shall be . . . settled by binding arbitration before a single arbitrator” under the Federal Arbitration Act. *See* 9 U.S.C. §§ 1-16.

In their answer, Beaumont Urban Air and the protected parties included a notice of their right to arbitrate the parties’ dispute pursuant to the release. They then moved to compel arbitration. The trial court denied the motion.

Beaumont Urban Air and the protected parties filed an interlocutory appeal challenging the trial court’s ruling. *See* TEX. CIV. PRAC. & REM. CODE § 51.016; 9 U.S.C. § 16(a)(1)(B). The court of appeals reversed and remanded with instructions to compel arbitration as to Beaumont Urban Air, holding that a valid arbitration agreement exists between K.G. and Beaumont Urban Air under the direct-benefits estoppel doctrine. ___ S.W.3d ___, 2024 WL 4163646, at *3-4 (Tex. App.—Houston [14th Dist.] Sept. 12, 2024). The court of appeals further held, however, that the protected parties had no contractual right to compel arbitration because they did not sign the agreement and direct-benefits estoppel does not apply to claims that “exist independently of the contract.” *Id.* The court of appeals observed that the arbitration clause—in contrast to the agreement itself—does not mention the protected parties. *Id.* at *3. The protected parties petitioned for review in this Court.

II

As a general matter, a party seeking to compel arbitration must establish that the claims at issue fall within the scope of a valid arbitration agreement. *Henry v. Cash Biz, LP*, 551 S.W.3d 111, 115

(Tex. 2018). Whether an agreement to arbitrate exists is a question of law for courts to decide. *Baby Dolls Topless Saloons, Inc. v. Sotero*, 642 S.W.3d 583, 586 (Tex. 2022).

The court of appeals held that a valid arbitration agreement exists and binds K.G. because Geter signed the agreement on K.G.'s behalf and K.G. accepted benefits under the agreement by gaining access to the park. ___ S.W.3d at ___, 2024 WL 4163646, at *3. Geter challenges this holding, arguing that K.G., as a minor, may disavow the contract and did so by instituting this action.²

The arbitration agreement binds K.G. because Geter signed it on K.G.'s behalf as her parent as Texas law permits. The direct-benefits estoppel doctrine is not required to reach that conclusion. The court of appeals relied on our opinion in *Taylor Morrison of Texas, Inc. v. Ha* to support its direct-benefits estoppel application. *Id.* at *2-3 (citing 660 S.W.3d 529, 534 (Tex. 2023)). In *Ha*, we held that a contractor could compel minor children to arbitrate their construction-defect claims under a home-purchase agreement their father signed because the children had accepted the benefits of the agreement in occupying the home. 660 S.W.3d at 531-35. The direct-benefits estoppel doctrine was necessary to reach this conclusion because the children's father had not signed the purchase agreement on the children's behalf. *See id.* at 531.

² As Geter did not timely file a petition challenging the court of appeals' judgment, the judgment in favor of Beaumont Urban Air is final. *See* TEX. R. APP. P. 53.1 ("A party who seeks to alter the court of appeals' judgment must file a petition for review."). We address the validity of the agreement only insofar as it affects the protected parties' appeal.

As we recognized in *Ha*, “parents may sign arbitration agreements on behalf of their children” under the Family Code, which recognizes parents’ rights to make “‘decisions of substantial legal significance’ concerning their children.” *Id.* at 534 (quoting TEX. FAM. CODE § 151.001(a)(7)). Exceptions apply only “[i]n rare cases . . . such as when a parent’s interests are adverse to the child’s interests.” *Id.* at 534 n.6. In this case, the parties do not advance an exception to the general rule. Geter signed the agreement on K.G.’s behalf to allow her to play at the trampoline park. K.G. thus is bound by her mother’s signature irrespective of the direct-benefits estoppel doctrine.

Nor can K.G. disavow the agreement, having accepted the benefit of visiting the trampoline park. As Geter correctly points out, we recognize that a contract obligating a minor is “voidable at the election of the minor.” *Dairyland Cnty. Mut. Ins. Co. of Tex. v. Roman*, 498 S.W.2d 154, 158 (Tex. 1973). However, we also have long recognized the corollary principle that a minor “is not permitted to retain the benefits of a contract while repudiating its obligations.” *Id.* K.G. lost any ability to disavow the agreement upon gaining entry to the trampoline park.

Having confirmed that an arbitration agreement exists and binds K.G., the remaining issue is whether the protected parties, who did not sign the agreement, may nonetheless compel arbitration as beneficiaries of that agreement. We hold they can.

As a preliminary matter, the protected parties assert that the court of appeals erred in reaching the issue of enforceability against non-signers to the agreement because the agreement delegates questions of arbitrability to the arbitrator. We disagree.

Parties may agree to delegate questions about the scope of an arbitration agreement to arbitrators rather than courts. *TotalEnergies E&P USA, Inc. v. MP Gulf of Mex., LLC*, 667 S.W.3d 694, 702 (Tex. 2023). If a valid delegation clause exists, “courts must enforce that agreement just as they must enforce an agreement to delegate resolution of the underlying merits to the arbitrator.” *Id.* Whether a party who did not sign the agreement may compel arbitration, however, “raises the question of whether an agreement to arbitrate exists between those parties.” *Cerna ex rel. R.W. v. Pearland Urb. Air, LLC*, 714 S.W.3d 585, 589 (Tex. 2025). “[T]he existence of a valid arbitration clause between specific parties” is “a gateway matter for the court to decide.” *G.T. Leach Builders, LLC v. Sapphire V.P., LP*, 458 S.W.3d 502, 524 (Tex. 2015) (quoting *In re Rubiola*, 334 S.W.3d 220, 224 (Tex. 2011)). We hold that it is for the courts, not an arbitrator, to decide whether the non-signatory protected parties may invoke the agreement. We review the court of appeals’ resolution of that question de novo. *Jody James Farms, JV v. Altman Grp., Inc.*, 547 S.W.3d 624, 633 (Tex. 2018).

Because “[a]rbitration is a creature of contract between consenting parties,” we examine contract principles to determine whether an agreement encompasses non-signatory parties. *Id.* at 629. We have recognized six such principles that may establish contractual application to non-signatories: “(1) incorporation by reference, (2) assumption, (3) agency, (4) alter ego, (5) equitable estoppel, and (6) third-party beneficiary.” *Id.* at 633. Pertinent to this case, the protected parties claim third-party beneficiary status as to the agreement.

“Like other contracts,” third-party beneficiaries may enforce arbitration agreements “so long as ‘the parties to the contract intended to secure a benefit to that third party and entered into the contract directly for the third party’s benefit.’” *Id.* at 635 (quoting *In re Palm Harbor Homes, Inc.*, 195 S.W.3d 672, 677 (Tex. 2006)). “The benefit must be more than incidental, and the contracting parties’ intent to ‘confer a direct benefit to a third party must be clearly and fully spelled out or enforcement by the third party must be denied.’” *Id.* (quoting *MCI Telecomms. Corp. v. Tex. Utils. Elec. Co.*, 995 S.W.2d 647, 651 (Tex. 1999)).

In this case, the agreement names each non-signatory as among the “protected parties” that Geter “releases, agrees not to sue, and shall indemnify.” Geter argues that this indemnity provision does not confer third-party beneficiary status to the parties’ arbitration provision because the arbitration provision does not separately include them. The protected parties respond that the dispute resolution clauses—including the arbitration provision—are the mechanisms to enforce the benefits of release and indemnity conferred to them as intended third-party beneficiaries. We agree.

The release and indemnity provision expressly identifying the non-signatory entities as “protected parties” demonstrates the parties’ intent to benefit these entities. “By its own terms, the agreement was entered into, in part, directly for [the non-signatory entities] benefit.” *Palm Harbor Homes*, 195 S.W.3d at 677. The arbitration provision applies to undefined “parties” and does not exclude the protected parties named elsewhere in the agreement. Construing the contract as a whole

and harmonizing its provisions, as we must, *Valence Operating Co. v. Dorsett*, 164 S.W.3d 656, 662 (Tex. 2005), it follows that the protected parties may enforce the arbitration agreement as third-party beneficiaries; arbitration is the parties' chosen means of enforcing the agreement's release and indemnification provision. Having decided that the parties agreed to arbitrate, "courts must respect the agreement's terms." *Cerna*, 714 S.W.3d at 592. As third-party beneficiaries of the agreement, the protected parties may invoke the arbitration provision.

* * *

Without hearing oral argument, *see* TEX. R. APP. P. 59.1, we grant the petition for review and reverse the portion of the court of appeals' judgment affirming the trial court's denial of the motion to compel arbitration as to the protected parties. The remainder of the court of appeals' judgment, unchallenged on appeal, remains in effect. We remand the case to the trial court for further proceedings consistent with this opinion.

OPINION DELIVERED: October 16, 2026