



## **Case Summaries October 16, 2026**

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### **DECIDED CASES**

***UATP Mgmt., LLC v. Geter***, \_\_ S.W.3d \_\_, 2026 WL \_\_ (Tex. Oct. 16, 2026) (per curiam) [24-0905]

The issue in this case is whether a contract naming non-signatories as “protected parties” in a release and indemnity provision permits those non-signatories to invoke the contract’s arbitration provisions.

Chiniqua Geter brought her minor daughter to a trampoline park and signed a release and indemnity agreement in favor of Beaumont Urban Air. In the agreement, Geter agreed to release several named “protected parties” and to arbitrate any claim. The protected parties, however, did not individually sign the agreement. Geter’s daughter sustained injuries at the park. Geter sued Urban Air and the non-signatories, who moved to compel arbitration. The trial court denied the motion. The court of appeals reversed as to Urban Air but held that the non-signatories had no contractual right to compel arbitration.

The Court reversed, confirming first that the arbitration agreement binds Geter’s minor child because Geter signed on her child’s behalf and the child accepted benefits under the agreement. The Court then held that the expressly identified “protected parties” are third-party beneficiaries to the contract. As third-party beneficiaries, the non-signatories may enforce the agreement, including its arbitration provisions.