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# STATE OF MICHIGAN

# COURT OF APPEALS

ANGELA RIVET,

Plaintiff,

v

WABEEK COUNTRY CLUB, LLC,

Defendant/Third-Party Plaintiff-Appellant,

and

OUR LADY OF REFUGE PARISH ORCHARD LAKE,

Third-Party Defendant-Appellee,

and

JENNIFER ABRO,

Third-Party Defendant.

UNPUBLISHED
October 20, 2026
9:18 AM

No. 375995
Oakland Circuit Court
LC No. 2022-196456-NO

Before: BAZZI, P.J., and PATEL and ACKERMAN, JJ.

PER CURIAM.

In this premises-liability action, defendant/third-party plaintiff Wabeek Country Club, LLC (Wabeek), appeals as of right the trial court's stipulated order dismissing this action with prejudice. However, Wabeek substantively challenges the trial court's earlier opinion and order granting summary disposition in favor of third-party defendant, Our Lady of Refuge Parish

Orchard Lake (Our Lady), and denying summary disposition as to Wabeek under MCR 2.116(C)(10) (no genuine issue of material fact).[1] We affirm.

## I. BASIC FACTS AND PROCEDURAL HISTORY

Our Lady contracted to use Wabeek's club for an event by a contract that included an indemnity clause, stating:

> Indemnification. Except in the event of Wabeek's gross negligence or intentional misconduct, Client, for themselves and for each of their successors, assigns, spouses, agents, employees, guests and invitees, agrees to release, indemnify, defend and hold harmless Wabeek and its affiliates, owners, members, agents, agents [sic], employees, representatives, successors and assigns, from and against any and all liabilities, demands, claims, losses, fees, and costs (including all attorneys' fees) of any kind, *arising out of or resulting from or attributable in any way to the Event*. The Client agrees its intent is to fully release Wabeek as the Client assumes all losses, liability [sic] and risk in connection with the Event. The agreements made herein by Client are a material inducement for Wabeek to enter into the Contract. [Emphasis added.]

On September 23, 2021, one of Our Lady's attendees, Angela Rivet, was injured when she fell at the club during a fundraising event. Rivet left the banquet room to use the women's restroom, and as she attempted to enter the restroom, she purportedly slipped and fell due to "standing water under the rug and on the tile that [she] couldn't see because the floor is white and shiny and marble." Rivet recalled, "And as I went in, I stepped on the rug and it just flew out from under my feet. There is no possible way I could have seen it." Rivet described the rug as "medium-sized," and she did not realize that the rug was wet until she got up from the floor and noticed that she "was soaked."

Rivet believed that the water caused the rug to shift, explaining, "Because when I stepped on [the rug], it shot out to the side, like it hydroplaned out to the side and rugs don't normally do that," and, "When I got up, I realized how much water was on the floor, like I was wet, so I assumed that it was the water." Rivet was unaware of the source of the water. After the fall, one of Wabeek's employees informed Rivet that she would be filing an incident report, and the employee noted that the club was having issues with the roof, including leaking, resulting in the placement of the rug in the area. As Rivet was leaving the event approximately an hour later, she saw a bucket to the right of the entrance to the women's bathroom "collecting drips of water from the ceiling," in addition to several "wet floor signs."

Wabeek's general manager, Richard Mazzola, confirmed that the club's roof had numerous leaks in 2021. The following exchange occurred during his deposition testimony:

[1] Wabeek previously applied for leave to appeal regarding this opinion and order, which this Court denied. *Rivet v Wabeek Country Club, LLC*, unpublished order of the Court of Appeals, entered January 16, 2025 (Docket No. 372820).

*Q*. There has been an allegation in this case that Wabeek's roof was leaking at the time of that incident. Do you have any knowledge about Wabeek's roof leaking?

*A*. Yes, I do.

*Q*. Can you tell us about that?

*A*. In my time there, the roof sprung several leaks; some in the ballroom, some in the hallways. They were handled posthaste; roofer came out and took care of it as soon as possible.

*Q*. You said handled posthaste?

*A*. Yep. As fast as possible we got the roofers out there to get it addressed. We don't want water leaking into the club, right?

*Q*. Got it. But there were times the water would—the roof would spring a leak and there would be water in the ballroom or in the hallways where the bathrooms were?

A. Yes, sir.

Comparatively, Wabeek's controller, Jennifer Bauer, asserted that she was unaware of any faults or leaks with the club's roof, and as the employee responsible for compensating contractors, she did not pay for any roof repairs. A weather report indicated that there was heavy rainfall the day preceding the event.

In September 2022, Rivet filed a complaint against Wabeek, advancing claims of premises liability and negligence. Wabeek then filed a third-party complaint against Our Lady based on the indemnity clause in their contractual agreement, alleging breach of contract and seeking declaratory judgment against Our Lady.[2] Our Lady moved for summary disposition, contending that the indemnity agreement pertained to incidents arising out of, resulting from, or attributable to Our Lady's event, and the record did not indicate that the event caused water to accumulate outside the women's restroom where Rivet fell. Wabeek also moved for summary disposition, arguing that Our Lady was required to indemnify Wabeek because the indemnity clause pertained to "any and all liabilities" related to the event, and the underlying fall occurred while Rivet was attending Our Lady's fundraiser. Wabeek did not allege that Our Lady was responsible for the alleged puddle outside of the women's restroom at the club.

The trial court held a hearing regarding the parties' motions; the parties advanced arguments consistent with their respective briefs, and the court took the matter under advisement.

[2] Wabeek further pursued an action against Jennifer Abro, the person responsible for signing the subject contractual agreement on behalf of Our Lady; however, an order of voluntary dismissal as to the third-party complaint against Abro was issued in April 2024.

In September 2024, the trial court issued an opinion and order granting summary disposition in favor of Our Lady under MCR 2.116(C)(10). The court considered the varying definitions and interpretations of the phrases "arising out of or resulting from or attributable in any way to," and it resolved:

> The contractual language at issue provides [Our Lady] indemnifies Wabeek against "any and all liabilities, demands, claims, losses, fees, and costs (including attorneys' fees) of any kind, arising out of or resulting from or attributable in any way to the Event." The language "arising out of or resulting from" as interpreted by the Michigan Court of Appeals, requires a causal connection "that is more than incidental, fortuitous or but for." Further, the dictionary definition of "attributable" is "caused by." Wabeek does not allege the puddle outside the bathrooms was in any way caused by the Event, nor does it argue against [Our Lady's] evidence to the contrary. Wabeek simply argues "but for" the Event, Ms. Rivet would not have been at Wabeek and, therefore, the expansive language of the contract affords indemnity. The Court disagrees.
>
> Considering the motion, response, reply, oral argument, and evidence before it, the Court finds it appropriate to grant [Our Lady's] motion. The Court opines there is no issue of material fact the slip and fall was not "arising out of or resulting from or attributable in any way to the Event." Certainly, the Court appreciates Wabeek's position, but the Court cannot conclude as a matter of law Ms. Rivet's injury was "caused by" the event beyond mere presence. Wabeek has its own duty to keep its premises safe under our jurisprudence. There is ample evidence in this record the water issue outside Wabeek's bathrooms, open to all persons attending or visiting the clubhouse and not solely accessible to the Event's patronage, was ongoing and did not exist due to the Event. Because other people visiting the clubhouse that day could have been injured by the known condition inside the clubhouse who were not there for the Event, the Court cannot extend liability to [Our Lady] based on these facts. For these reasons, the indemnification clause does not apply . . . . [Citations omitted.]

In June 2025, the trial court entered a stipulated order dismissing Rivet's claims against Wabeek, and the underlying matter, with prejudice.[3] This appeal ensued.

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[3] We recognize that this Court recently determined in *Stanley v Farmers Ins Exch*, ___ Mich App ___, ___; ___ NW3d ___ (2026) (Docket No. 374881); slip op at 2-3, that appellants seeking to challenge a prior interlocutory ruling involving the same party with whom the appellant later enters into a stipulated order of dismissal must preserve their appellate rights in that stipulated order. Otherwise, the appellant is not an "aggrieved party" entitled to appellate review under MCR 7.203(A)(1). *Id*. While the stipulated order in this case omits such preservation language regarding appellant rights, Wabeek remains an "aggrieved party" because it did not stipulate to the final dismissal with the same party that obtained the previous summary disposition ruling, i.e., Our Lady, and we maintain jurisdiction to consider this case pursuant to *Jaber v P & P Hospitality*,

## II. STANDARDS OF REVIEW

This Court reviews de novo a trial court's decision on a motion for summary disposition. *Kandil-Elsayed v F & E Oil*, *Inc*, 512 Mich 95, 109; 1 NW3d 44 (2023). "A motion under MCR 2.116(C)(10) tests the factual sufficiency of a complaint." *Id*. (quotation marks and citation omitted). "A trial court considers affidavits, pleadings, depositions, and other evidence submitted by the parties, MCR 2.116(G)(5), in the light most favorable to the party opposing the motion." *Id*. (quotation marks and citation omitted). "Where the proffered evidence fails to establish a genuine issue regarding any material fact, the moving party is entitled to judgment as a matter of law." *American Civil Liberties Union of Mich v Calhoun Co Sheriff's Office*, 509 Mich 1, 9; 983 NW2d 300 (2022) (quotation marks and citation omitted). "There is a genuine issue of material fact when reasonable minds could differ on an issue after viewing the record in the light most favorable to the nonmoving party." *Kandil-Elsayed*, 512 Mich at 110.

"The interpretation of a contract is also a question of law this Court reviews de novo on appeal, including whether the language of a contract is ambiguous and requires resolution by the trier of fact." *DaimlerChrysler Corp v G Tech Prof Staffing*, *Inc*, 260 Mich App 183, 184-185; 678 NW2d 647 (2003). "When effectuating the intentions of parties to an unambiguous contract, the court looks only to the unambiguous terms of the contract and the intention expressed therein." *Zurich Ins Co v CCR & Co (On Rehearing)*, 226 Mich App 599, 605; 576 NW2d 392 (1997). Courts must "give effect to every word, phrase, and clause in a contract and avoid an interpretation that would render any part of the contract surplusage or nugatory." *Klapp v United Ins Group Agency*, *Inc*, 468 Mich 459, 468; 663 NW2d 447 (2003). "An indemnity contract is construed in the same manner as other contracts." *DaimlerChrysler Corp*, 260 Mich App at 185. "Thus, an unambiguous written indemnity contract must be enforced according to the plain and ordinary meaning of the words used in the instrument." *Id*.

## III. ANALYSIS

Wabeek argues that the trial court improperly granted summary disposition to Our Lady on indemnity grounds. We disagree.

"An indemnity contract creates a direct, primary liability between the indemnitor and the indemnitee that is original and independent of any other obligation." *Miller-Davis Co v Ahrens Const*, *Inc*, 495 Mich 161, 173; 848 NW2d 95 (2014). "Where parties have expressly contracted for indemnification, the extent of the duty must be determined from the language of the contract."

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*LLC*, ___ Mich App ___, ___; ___ NW3d ___ (2024) (Docket No. 363572); slip op at 1-2 ("We hold that an appellant may raise issues arising out of an earlier order relating to one party, even if the appellant has failed to reserve the right to appeal in a subsequent, stipulated order of dismissal as to another party."). We further note that we remain unpersuaded that the appeal must be dismissed as moot under MCR 7.211(C)(2)(c) on the basis that the dismissal of the principal action removed any basis for the derivative third-party complaint against Our Lady. *Rivet v Wabeek Country Club*, *LLC*, unpublished order of the Court of Appeals, entered September 12, 2025 (Docket No. 375995).

*Id*. at 174 (quotation marks and citation omitted). As previously provided, the contractual agreement between Wabeek and Our Lady included the following indemnity clause:

> Indemnification. Except in the event of Wabeek's gross negligence or intentional misconduct, Client, for themselves and for each of their successors, assigns, spouses, agents, employees, guests and invitees, agrees to release, indemnify, defend and hold harmless Wabeek and its affiliates, owners, members, agents, agents [sic], employees, representatives, successors and assigns, from and against any and all liabilities, demands, claims, losses, fees, and costs (including all attorneys' fees) of any kind, arising out of or resulting from or attributable in any way to the Event. The Client agrees its intent is to fully release Wabeek as the Client assumes all losses, liability [sic] and risk in connection with the Event. The agreements made herein by Client are a material inducement for Wabeek to enter into the Contract.

The parties primarily dispute whether Rivet's claims for premises liability and negligence may be characterized as "arising out of or resulting from or attributable in any way to" Our Lady's event at the club. As the trial court recognized, absent any evidence of a causal connection between the water accumulated outside of the women's restroom and Our Lady's event, the answer to this question is no, and Our Lady was entitled to summary disposition. As commonly understood, the phrases "arising out of or resulting from or attributable in any way to" plainly require a causal connection that is more substantial than mere coincidence or but-for causation.

First, the phrase "arising out of" is ordinarily understood to mean "originated from, had its origin in, grew out of, or flowed from." *Shinabarger v Citizens Mut Ins Co*, 90 Mich App 307, 314; 282 NW2d 301 (1979) (quotation marks and citation omitted). This phrase does not signify "proximate cause in the strict legal sense," but "it cannot be extended to something distinctly remote." *Id*. (quotation marks and citation omitted). Stated alternatively, the causal connection must be more than incidental, fortuitous, or but for. *McPherson v McPherson*, 493 Mich 294, 297; 831 NW2d 219 (2013). See also *The Reserve at Heritage Village Ass'n v Warren Fin Acquisition, LLC*, 305 Mich App 92, 116; 850 NW2d 649 (2014) ("Something that aris[es] out of, or springs from or results from something else, has a connective relationship, a cause and effect relationship, of more than an incidental sort with the event out of which it has arisen.") (alteration in original; quotation marks and citation omitted).

As applied in the present case, the connection between Our Lady's event and Rivet's claims against Wabeek is simply incidental. While Rivet was at the club for Our Lady's event, her claims are entirely unrelated to the event itself. Rather, Rivet's claims are premised on an alleged hazardous condition in the club—namely, accumulated water and a wet rug outside the women's restroom on which she slipped. The record does not indicate, nor does Wabeek assert, that Our Lady caused the water accumulation or placed the rug on the floor. In other words, there is no cause-and-effect relationship between Our Lady's event and Rivet's fall. The fortuitous, but-for relationship between Rivet's claims and Our Lady's event does not demonstrate that the claims arose from the event. *McKusick v Travelers Indemnity Co*, 246 Mich App 329, 340-341; 632 NW2d 525 (2001).

Second, as to the phrase "resulting from," the Michigan Supreme Court has provided the following dictionary definition of "result": "To occur or exist as a consequence of a particular cause[;] To end in a particular way[;] The consequence of a particular action, operation or course; outcome." *Robinson v Detroit*, 462 Mich 439, 456; 613 NW2d 307 (2000) (alteration in original; quotation marks and citation omitted). By way of illustration, in *Robinson*, the Court examined whether a motor vehicle accident resulted from the use of a police vehicle, concluding "plaintiffs cannot satisfy the 'resulting from' language of the statute where the pursuing police vehicle did not hit the fleeing car or otherwise physically force it off the road or into another vehicle or object." *Id*. at 457-458. Comparing the definitions of "arising out of" and "resulting from," the Sixth Circuit Court of Appeals, in applying Michigan law, has observed that "resulting from" has "a similar but more specific meaning" than "arising out of." *Alticor Global Holdings Inc v American Int'l Specialty Lines Ins Co*, unpublished opinion of the United States Court of Appeals for the Sixth Circuit, issued August 23, 2024 (Case Nos. 22-1631/22-1641/22-1679), p 4.[4] That is, "resulting from" "is tied to a consequence." *Id*. Although *Robinson* involved statutory interpretation, this Court has used this interpretation of "resulting from" when construing contract provisions. See, e.g., *Farm Bureau Gen Ins Co v Harleysville Lake States Ins Co*, unpublished per curiam opinion of the Court of Appeals, issued March 25, 2008 (Docket No. 272930), pp 3-5.

Under these principles, as with the phrase "arising out of," Rivet's claims cannot be characterized as a consequence or outcome of Our Lady's event because the event did not involve any particular action or course that would lead to Rivet's fall as an outcome. As previously stated, there is no evidence connecting the event to either the water accumulation or the placement of the rug on which Rivet fell, rather, the accident was a consequence of the slippery floor. Lacking the required nexus, Rivet's claims cannot be said to have "resulted from" the event.

Lastly, concerning the phrase "attributable in any way to," the word "attribute" is defined as: "to explain (something) by indicating a cause," "to regard as a characteristic of a person or thing," and "to reckon as made or originated in an indicated fashion." *Merriam-Webster's Collegiate Dictionary* (12th ed). Considering the context in which "attributable" is used in the parties' subject contract, the first definition of attribute is the most appropriate.[5] See *In re Casey Estate*, 306 Mich App 252, 260 n 3; 856 NW2d 556 (2014) (recognizing the importance of context in determining which, among multiple, dictionary definitions should apply). And this definition plainly denotes a causal connection—similar, but not identical with the phrases, "arising out of" and "resulting from." That is, "the normal meaning of one thing to be attributed to another is that one thing is caused or brought about by that other thing." *Stanford v CIR*, 152 F3d 450, 459 (CA 5, 1998). See also *Schaeffler v United States*, 889 F3d 238, 243-244 (CA 5, 2018) (compiling cases to opine that "the plain meaning of 'attributable to' is 'due to, caused by, or generated by' "). Thus, much like the interpretation of the preceding phrases, Rivet's fall cannot be attributed to the

[4] "Caselaw from sister states and federal courts is not binding precedent but may be relied on for its persuasive value." *Haydaw v Farm Bureau Ins Co*, 332 Mich App 719, 727 n 5; 957 NW2d 858 (2020). "Unpublished opinions are also not binding authority but may be persuasive or instructive." *Id*.

[5] Even if the other definitions are considered, Rivet's claims cannot be deemed a characteristic of our Lady's event, nor were her claims "made or originated in" the event.

event as a causal factor and therefore lacks the requisite causal connection to trigger Our Lady's obligation to indemnify Wabeek.

Although the dissent reasons that the use and "breadth" of the phrase "attributable in any way" in the parties' contractual agreement reflects Our Lady's intent to indemnify Wabeek for any liability that may be "ascribed" to the event, it is difficult to conclude that Our Lady intended to assume liability for losses attributable to structural deficiencies at Wabeek's club that created the underlying hazard—deficiencies wholly unrelated to Our Lady's hosting of the event—merely because one of Our Lady's attendees was present at the property for the event. See *Chicago & N W Ry Co v Chicago Packaged Fuel Co*, 195 F2d 467, 472 (CA 7, 1952). Such an interpretation is inconsistent with the principle that broad language in indemnity provisions be reasonably construed. See *Zahn v Kroger Co of Mich*, 483 Mich 34, 40-41; 764 NW2d 207 (2009) ("All contracts, including indemnity contracts should be construed to ascertain and give effect to the intentions of the parties and should be interpreted to give a reasonable meaning to all of its provisions."). Rather, the indemnity clause provides, "The Client agrees its intent is to fully release Wabeek as the Client assumes all losses, liability [sic] and risk *in connection* with the Event." (emphasis added). We recognize that the use of the terms "all" and "any" "provide for the broadest possible obligation to indemnify," *Miller-Davis*, 495 Mich at 175, but such does not negate the requirement of a causal connection that is more substantial than mere coincidence between the underlying condition and the injury.

Further, the context of the parties' agreement supports this construction. This was a small, local fundraiser, not the type of complex commercial arrangement in which indemnity provisions commonly allocate risk arising from manufacturing operations or manual labor. See *Miller-Davis*, 495 Mich at 173-177; see also *Zahn*, 483 Mich at 38-39; *In re Estate of Koch*, 322 Mich App 383, 398-402; 912 NW2d 205 (2017); *Ajax Paving Indus, Inc v Vanopdenbosch Constr Co*, 289 Mich App 639, 644-646; 797 NW2d 704 (2010). Reading the clause as suggested by the dissent would effectively transform the indemnity provision into a blanket assumption of liability for any loss occurring on the premises, regardless of whether the loss had any causal connection to the event. Additionally, although the dissent asserts that our interpretation would preclude the allocation of liability between the parties and render the indemnity provision a "dead letter," the provision may apply in numerous circumstances in which a sufficient nexus exists between the event and the subject hazard. For example, because the event was a brunch and fashion show, an attendee could have been injured by hot food served during the brunch, slipped on a beverage offered at the event, tripped over electrical cords, temporary staging, or other equipment used for the fashion show, or sustained injuries related to the valet services provided. The present circumstances, however, bear no such causal connection to the event.

Turning to Wabeek's remaining arguments, Wabeek asserts that the trial court erred by applying definitions to the three phrases that were essentially too similar. According to Wabeek, to avoid rendering any of the terms mere surplusage, different definitions must be used. But it is a fundamental tenet of contract interpretation that terms should be afforded their ordinary and plain meanings, and that "technical and strained constructions" should be avoided. *Shefman v Auto-Owners Ins Co*, 262 Mich App 631, 637; 687 NW2d 300 (2004). Attempting to contrive alternate definitions would distort the plain meaning of the contract and lead to an unwarranted interpretation. Further, although the three phrases are similar—and thus have similar definitions—they are not identical, nor did the trial court treat them as such. In its opinion and order, the court

delineated distinct definitions for each phrase and concluded that, because all three phrases required a causal connection between the event and Rivet's claims, and the record did not establish that the subject hazard existed due to Our Lady's event—instead, the evidence indicated that the leaking roof was an ongoing condition—the indemnity clause did not apply.

Wabeek further challenges the trial court's reliance on certain caselaw in reaching its decision and contends that the court instead should have relied on precedent involving similar indemnity clauses in event contracts. But our appellate courts have consistently considered and relied on definitions from different contexts to ascertain the plain and ordinary meaning of terms and phrases, including those at issue here. See *People v Johnson*, 474 Mich 96, 101; 712 NW2d 703 (2006) (in determining whether the sexual penetrations of the complainant by the defendant were "arising out of the sentencing offense," the Court examined the interpretation of the phrase "arising out of" in various civil cases); see also *McKusick*, 246 Mich App at 340-341 (in resolving whether the pollutant or the plaintiffs' injuries "arose out of" the defendant's product, the Court considered the interpretation of the phrase in the areas of worker's compensation and automobile insurance law). In light of the foregoing, the trial court properly concluded that the indemnity clause was inapplicable, and Our Lady was entitled to summary disposition.

Affirmed.

/s/ Mariam S. Bazzi
/s/ Sima G. Patel