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UNPUBLISHED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

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

ACKERMAN, J. (*dissenting*).

With respect, I dissent. When third-party defendant Our Lady of Refuge Parish arranged to hold a fundraiser at third-party plaintiff Wabeek Country Club's facility, it agreed to indemnify Wabeek "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." Wabeek now seeks to be indemnified under the agreement for the settlement it reached with one of the parish's attendees, plaintiff Angela Rivet, who slipped on a rug outside the women's restroom after the rug slid on a wet tile floor. The majority concludes that plaintiff's injury lacked a sufficient relationship to the parish's *event* because it instead arose from a preexisting maintenance issue at Wabeek's facility. But plaintiff was injured at Wabeek during the event while using a facility ordinarily provided to attendees. In my view, excluding that

liability from the agreement cannot be reconciled with the exceptionally broad language covering liabilities "arising out of or resulting from or attributable in any way to the Event."

The text points away from the majority's reading. Most significant is the phrase "attributable in any way." As the majority notes, some Michigan caselaw suggests a narrowed interpretation of "arising out of" or "resulting from," but there appears to be no Michigan caselaw specifically interpreting "attributable in any way." The most applicable dictionary definition of "attributable" is "[t]o regard as arising from a particular cause or source; ascribe: *attributed their failure to a lack of preparation*." *The American Heritage Dictionary of the English Language* (5th ed). A usage note in the dictionary identifies a series of synonyms—"*attribute*, *ascribe*, *impute*, *credit*, *assign*, *refer*"—and says that "[*a*]*ttribute* and *ascribe*, often interchangeable, have the widest application: *The historian discovered a new symphony attributed to Mozart. The museum displayed an invention ascribed to the 15th century.*" *Id*. The agreement then couples that broadly applicable term with the words "in any way," with "any" "provid[ing] for the broadest possible obligation to indemnify." *Miller-Davis Co v Ahrens Constr, Inc*, 495 Mich 161, 175; 848 NW2d 95 (2014). And then "attributable in any way" appears as the last item in the series: "arising out of or resulting from or attributable in any way." Every linguistic clue we have, looking to both what the words inherently denote and contextually connote, indicates that "attributable in any way" functions as a catch-all. Focusing on the word "attributable" in isolation fails to account for both the phrase "in any way" and the context in which the phrase appears.

As a result, even if "arising out of" or "resulting from" can be construed more narrowly, the breadth of "attributable in any way," combined with its function as a catch-all, communicates an intent that the parish indemnify Wabeek for any liability that can fairly be "ascribed" to the event. In other words, the language is intended to avoid disputed shades of meaning around "arising out of" and "resulting from" and capture any remaining liability Wabeek incurred because it hosted the event. Here, Wabeek's loss can easily be ascribed to the event: Plaintiff was at Wabeek, and was using its restroom, because she was attending the parish's event there. I agree with the majority that indemnity agreements, like any other contract, must be reasonably construed. But a reasonable construction must also give effect to the breadth of the words the parties chose. There is nothing inherently unreasonable about Wabeek agreeing to host the parish's event on the condition that the parish assume responsibility for liabilities arising from attendees' use of its facilities during the event. And the parties chose language broad enough to encompass such liability even when the hazardous condition is attributable to Wabeek rather than the parish. The fact that the condition may have predated the event does not make Wabeek's resulting liability to an attendee any less attributable to it.

Even setting that catch-all language aside, I would reach the same conclusion under the agreement's narrower terms. To be sure, a reasonable person could be troubled by the prospect of "arising out of or resulting from or attributable in any way" giving this indemnification agreement a maximalist "butterfly effect" meaning. But even under the narrower provisions of the agreement, such as "arising out of," I would conclude that the parish is liable to Wabeek. The most apt dictionary definition for "arising" is "[t]o result, issue, or proceed: *mistakes that arise from a basic misunderstanding*." *American Heritage Dictionary*. The majority draws on caselaw that has held, in other, statutory contexts, that this contemplates a causal relationship, but "it cannot be extended to something distinctly remote" and "the causal connection must be more than incidental, fortuitous, or but for." I see no reason to disagree. After all, "result" is defined as "[t]o happen as

a consequence," and "consequence" is defined as "[s]omething that logically or naturally follows from an action or condition." *Id*. But here, plaintiff's injury *was* caused by the parish's event—if the parish had not held the event at Wabeek's facility, plaintiff would not have been there to be injured. And it is *not* distinctly remote or "incidental, fortuitous, or but for" because she was injured *at the event*, doing something in her capacity as an attendee of the event: going to the restroom.

The majority asserts that plaintiff's "claims are entirely unrelated to the event itself" and instead "are premised on an alleged hazardous condition in the club." But those propositions are not mutually exclusive. The hazardous condition may explain why Wabeek was liable to plaintiff, while the event explains why plaintiff encountered that condition in the first place. Plaintiff encountered the allegedly hazardous condition precisely because she was attending the event at Wabeek. This is not a case in which the event appears somewhere in a remote causal chain, such as an injury suffered while traveling to the event or while purchasing supplies beforehand. An injury suffered by a guest at the event, doing something that is an inevitable consequence of putting on an event, is the antithesis of incidental or fortuitous, and has a far closer relationship to the event than a mere "but for" connection. This was more than a "mere coincidence." Rivet was injured while using the restroom during the very event for which the parish agreed to indemnify Wabeek.

Even if the agreement requires a "causal connection to the event," Rivet's presence at Wabeek as an attendee of the event *is* such a causal connection. The majority offers several hypotheticals in which the parish would be required to indemnify Wabeek, but those examples reinforce rather than undermine my interpretation of the agreement.[1] If an attendee "injured by hot food served during the brunch" or slipping "on a beverage offered at the event" would be covered, I see little basis for excluding an attendee injured while using the restroom at the same event. Nor does the majority explain why "injuries related to the valet services provided" are sufficiently connected to the event while an injury involving the restroom is not. Neither a trip to the restroom nor use of the valet services is part of the fundraiser itself; both are ordinary incidents of attending an event at the facility. The fact that the restroom, unlike the valet service, was already part of Wabeek's facilities does not explain why an injury suffered there falls outside an agreement encompassing liabilities "attributable in any way" to the event.

The structure and purpose of the indemnification agreement point in the same direction.[2] It is "the court's duty to ascertain the intent of the parties in order that the agreement be carried

[1] Some of the hypotheticals are debatable. For example, given that the agreement provided that "electrical wiring . . . shall be arranged by, setup and removed by the Client," and "Client is responsible for all decoration and personal event setup and removal," it is not clear that an attendee who "tripped over electrical cords, temporary staging, or other equipment used for the fashion show" would have any claim against Wabeek at all.

[2] On the other hand, I fail to see how the event's status as "a small, local fundraiser" rather than "the type of complex commercial arrangement in which indemnity provisions commonly allocate risk" is a relevant consideration. "As with any other contract, our primary task in construing a

out." *Stine v Continental Cas Co*, 419 Mich 89, 112; 349 NW2d 127 (1984). Given that this is an indemnification agreement, its manifest purpose was to allocate liability between the contracting parties. "The ancient maxim is: *ut res magis valeat quam pereat* (that it may rather become operative than null)." *Id*. at 112 n 8. The purpose of the indemnification agreement is to shift liability *from* Wabeek *to* the parish, not merely to hold the parish responsible for injuries it independently caused.[3] Yet the majority's reasoning leaves little room for any such reallocation to occur. As noted, the majority provides some hypotheticals in which liability shifts from Wabeek to the parish, but its operative reasoning in *this* case is that there is no allegation that the parish "caused the water accumulation or placed the rug on the floor." That is true, but if the parish had done so, *it* would have committed a tort against plaintiff and would have been directly liable for the resulting injury. The nature of indemnification, however, is to shift liability to a party for damages it did not necessarily cause. Thus, the fact that the parish did not cause the water accumulation or place the rug on the floor does not resolve whether it must indemnify Wabeek. Cf. *Fischbach-Natkin Co v Power Process Piping, Inc*, 157 Mich App 448, 451, 454-455; 403 NW2d 569 (1987) (concluding that an indemnification provision covering liability "arising out of or resulting from or in any way connected with" the contracted work protected the contractor against liability for its own negligence).

For these reasons, I would reverse the trial court's judgment and remand for further proceedings not inconsistent with the proper interpretation of the indemnification agreement.

/s/ Matthew S. Ackerman

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contract for indemnification is to give effect to the parties' intention at the time they entered into the contract. We determine the parties' intent by examining the language of the contract according to its plain and ordinary meaning." *Miller-Davis Co*, 495 Mich at 173 (footnotes omitted).

[3] The remainder of the indemnification provision confirms that understanding. The parish agreed to "release, indemnify, defend and hold harmless Wabeek and its affiliates, owners, members, agents, [and] employees," among others. By expressly extending the indemnity to Wabeek's agents and employees, the agreement contemplates that the covered liability may arise from conduct on Wabeek's side of the relationship, rather than solely from conduct attributable to the parish.