

SUMMARY STATEMENT

Milus v. Sun Valley Company

Docket No. 49693-2022

The Idaho Supreme Court reversed the district court's grant of summary judgment in favor of Sun Valley Company ("Sun Valley").

Appellant Laura Milus, on behalf of herself and her minor son D.L.J., brought a wrongful death action against Respondent Sun Valley Company after her husband died following his collision with a snow gun while skiing at the Sun Valley Ski Resort.

Sun Valley moved for summary judgment on Milus's claims. The district court granted the motion, holding that Sun Valley fulfilled its duty under Idaho Code section 6-1103(2) to mark snowmaking equipment by surrounding the snow gun in yellow padding. Next, the district court held that Sun Valley did not have any duty under Idaho Code section 6-1103(6) to place a notice at the top of the trail where the decedent struck the snowmaking equipment because the snowmaking equipment was not actively discharging snow. Milus appealed the district court's decision, arguing that the district court misinterpreted the language of section 6-1103(2) and (6) and incorrectly ruled on questions of fact that should have been reserved for a jury.

The Idaho Supreme Court reversed the grant of summary judgment and remanded for further proceedings. First, the Court held that ski area operators are held to an ordinarily prudent person standard of care when undertaking the duties enumerated in Idaho Code section 6-1103(1) through (9). Next, the Court held that whether the yellow padding surrounding the snow gun constitutes a "warning implement" under Idaho Code section 6-1103(2) is a question of fact for the jury. Further, the Court held that Idaho Code section 6-1103(6) imposes a duty on ski area operators to place a conspicuous notice at or near the top of the trail or slope when snowmaking equipment is placed on the ski run or slope, not only when the snowmaking equipment is actively discharging snow, and there is a genuine issue of material fact whether Sun Valley complied with this duty. Lastly, the Court held that there is a genuine issue of material fact whether Sun Valley may avail itself of the assumption of the risk defense provided in Idaho Code section 6-1106.

This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.