

Chec and the washington readicare medical group

Law



RULE: An adhesion contract is a legally binding contract, presented by one party to the other in a standardized form which contains clauses written exclusively by one party, without them being properly negotiated with the other party. This is the result of unequal bargaining power and causes unfair consequences to the adhering party.

APPLICATION: The agreement signed between Norbert Eelbode and Grothe and Chec is an adhesion contract which did not offer Norbert the opportunity to negotiate its clauses. Norbert did not have a choice to sign or not to sign the exculpatory clause as he needed to pass the medical exam in order to get a job at Travelers Inn. Therefore, he was forced by the circumstances to sign the contract. Agreeing to that clause would not have been a problem if the physical injuries suffered by Norbert would not have occurred during the improper strength test. The exculpatory clause signed by Norbert actually forced him to give up any legal method of protecting his rights and repairing the suffered damages. This is unfair to Norbert, and, therefore, the agreement signed by him and Grothe and Chec is an adhesive one and should not be enforced.

CONCLUSION: The court should consider the agreement signed by Norbert Eelbode an adhesive one and should not enforce it. Therefore, the exculpatory clause should not be considered valid and the motion for summary judgment filed by Grothe and Chec should not be granted.