IN THE COURT OF APPEALS OF IOWA

No. 8-724 / 98-421

BRANDI HOLLINGSWORTH GODDARD,
Plaintiff-Appellant,

vs.

DES MOINES FLYING SERVICE, INC., an Iowa Corporation,
BUDGET MARKETING, INC., an Iowa Corporation,
and ESTATE OF CHARLES A. EAGLE, Deceased,
Defendants-Appellees.

FILED
MAY 26 1999
CLERK SUPREME COURT

Appeal from the Iowa District Court for Polk County, Larry Eisenhauer, Judge.

Plaintiff appeals from a district court ruling granting summary judgment in favor of defendants on plaintiff's personal injury claim arising out of a plane crash.

AFFIRMED.

George F. Davison, Jr. of Hawkins & Norris, Des Moines, for appellant.

William J. Koehn and Scott M. Brennan of Davis, Brown, Koehn, Shors & Roberts, P.C., Des Moines, for appellees.

Considered by Huitink, P.J., Mahan, J., and Hayden, S.J.* Sackett, C.J. and Streit, J., take no part.

*Senior judge assigned by order pursuant to Iowa Code § 602.9206 (1997).

PER CURIAM.

Plaintiff appeals the ruling from the district court granting summary judgment in favor of the defendants on the plaintiff's personal injury claim arising from a plane crash. We affirm the district court's decision because the terms of the release were clear and left no genuine issue of material fact.

The plaintiff, Brandi Hollingsworth Goddard, was a passenger aboard an airplane which crashed on takeoff in Lancaster, Ohio on July 13, 1994. All of Goddard's clothing and personal possessions were on the plane and were destroyed. Goddard suffered a back injury as a result of the crash.

Following the accident, Goddard was contacted by Carlton Schlenke, a representative of AIG Aviation, Inc. AIG was the insurance representative for Charles Eagle, pilot of the airplane, and Budget Marketing, Inc., the owner of the airplane. There were several discussions and meetings between Schlenke and Goddard. She estimated her personal possessions lost in the crash amounted to at least $5,000 and her medical care and treatment was approximately $10,000. Goddard signed a release form[1] provided by Schlenke agreeing to settle all claims against Eagle

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[1]The pertinent parts of the release form read as follows:
Brandi L. Hollingsworth ...does hereby remise, release and forever discharge Charles Arthur Eagle, Budget Marketing and AIG Aviation, Inc. & Nat'l Union Fire Ins. Co of Pittsburgh, PA...from all ..claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily injuries or death, damage to property, and the consequences thereof ...which have been sustained by the Undersigned.

Further in consideration of the above payment the UNDERSIGNED ALSO EXPRESSLY DECLARES AND AGREES:

2) That this release covers and includes all claims severe or otherwise, past, present or future, which can or may ever be asserted by any person or persons... as the result of injuries or death and/or damages...

and Budget arising from the crash for a sum of $5,000. Schlenke had informed Goddard she could think about the offer and have her attorney look at it, but Goddard briefly looked over the form and signed the release.

On July 11, 1996, Goddard filed a petition at law claiming personal injury damages against Budget, Eagle, and Des Moines Flying Services, the firm which performed repairs on the plane prior to the flight. Budget and Eagle answered asserting the affirmative defense of the release signed by Goddard. Based on the release, Budget and Eagle filed a motion for summary judgment in March 1997. An order granting summary judgment for Budget and Eagle was entered in June 1997. Proceedings continued against Des Moines Flying Service until it filed a motion for summary judgment. A trial court granted the motion in February 1998. Later in the same month, Goddard filed an appeal of the court's decision granting summary judgment in favor of Budget and Eagle. Goddard did not appeal the court's decision as to the summary judgment in favor of Des Moines Flying Service.

Our review of a motion for summary judgment is for correction of errors at law. Iowa R. Civ. P. 237(c). We examine the record before the district court to decide whether a genuine issue of material fact exists and whether the court correctly applied the law. *Gerst v. Marshall*, 549 N.W.2d 810, 811-12 (Iowa 1996).

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3) That this full and final release shall cover and include all and any future injuries, death and/or damages not known to any of the parties hereto but which may later develop or be discovered including the effects or consequences and including all causes of action.

On appeal, Goddard contends the trial court erred when granting Budget and Eagle summary judgment because there were material facts at issue. Goddard argues the material facts center around the issue of what claims were being released when Goddard signed the release. Goddard claims she only intended to release the claims for her property losses, while retaining any claims involving her physical injuries. Budget and Eagle disagree and argue that the terms of the release were clear and unambiguous and there was no need to look outside the release to find the intent of the parties.

We have long supported the notion that a release is a contract and its validity is governed by the usual rules relating to a contract. *Stetzel v. Dickerson*, 174 N.W.2d 438, 439 (Iowa 1970). When construing contracts, courts are guided by the cardinal principle that the parties' intentions control, and, except in cases of ambiguity, that intent is determined by what the contract itself says. Iowa R. App. P. 14(f)(14); *Huber v. Hovey*, 501 N.W.2d 53, 56 (Iowa 1993). In reviewing the release signed by Goddard, we are unable to find any points of ambiguity. The words of the release specifically state the defendants are released from "any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily injuries or death, damages to property, and the consequences thereof." It is perfectly clear that if a person signs this release he or she is going to be forever barred from bringing an action arising out the occurrence. We cannot perceive any other way for this release to be read. The terms of the release were clear and unambiguous as to what the consequences of signing the release would be.

Goddard argues that the insurance representative only informed her that the release would be for the property damage. However, we cannot fully accept this argument. In her response to the request for admissions, Goddard admits that she did not agree to the terms and conditions of the release, still maintaining she was only releasing her property damage claim. Yet. Goddard voluntarily signed this agreement. The insurance representative stated in an affidavit that he informed Goddard that the release was to settle the entirety of her claims against the defendants. The terminology used in the release was not legalese, nor insurance terms, it was clear and understandable language. Absent fraud or mistake, ignorance of a written contract's contents will not negate its effect. *Huber*, 501 N.W.2d at 55; Small *v. Ogden*, 259 Iowa 1126, 1132, 147 N.W.2d 18, 22 (1966). We do not find fraud or mistake in this situation. We affirm the trial court's decision to grant summary judgment in favor of Eagle and Budget because there was no genuine issue of material facts.

Costs of this appeal are assessed to Goddard.

AFFIRMED.

No. 98-421. [8-724] GODDARD v. DES MOINES FLYING SERVICE

Appeal from the Iowa District Court for Polk County, Larry Eisenhauer, Judge. **AFFIRMED.** Considered by Huitink, P.J., Mahan, J., and Hayden, S.J. Sackett, C.J., takes no part. Per curiam. (5 pages $2.00)

Brandi Hollingsworth Goddard appeals the district court's decision to grant summary judgment in favor of the defendants. Goddard was a passenger aboard an airplane which crashed in July 1994. All of Goddard's personal possessions were destroyed in the crash and she suffered a back injury. Following the accident, Goddard was contacted by Carlton Schlenke, a representative of AIG Aviation, Inc. AIG was the insurance representative for Charles Eagle, the pilot of the airplane, and Budget Marketing, Inc., the owner of the airplane. Goddard signed a prepared settlement release presented to her by Schlenke which released Budget and Eagle from all further claims in exchange for $5,000. The release specifically stated that a signature would release the parties from all claims, both property claims and personal injury claims. In July 1996, Goddard filed a petition claiming personal injury damages against Budget, Eagle, and Des Moines Flying Service, the firm which repaired the airplane. Des Moines Flying Service was later granted summary judgment and is not a part of this appeal. Budget and Eagle answered with the affirmative defense of the release signed by Goddard and moved for summary judgment. In February 1998, the trial court granted summary judgment in favor of Budget and Eagle. Goddard now appeals. **OPINION HOLDS:** Goddard argues the trial court erred in granting summary judgment because there was a material issue of genuine fact as to what claims were released with the agreement. Goddard claims she only intended to release her property claims, not her personal injury claims. We have long held that a release is a contract and its validity is governed by the usual rules relating to a contract. When construing the contract, we are guided by the notion that the intent of the parties control, and absent ambiguity, intent is determined by what the contract itself says. In reviewing the release signed by Goddard, we are unable to find any points of ambiguity. The release leaves no chance of further claims arising from the airplane crash. The terms were clear and unambiguous as to what the consequences of signing the release would be. We found no fraud or mistake in this case and affirm the trial court's grant of summary judgment in favor of Eagle and Market.