

# BOWMAN V. SUNOCO INC.: PRESERVING THE VALIDITY OF EXCULPATORY CLAUSES WITHIN EMPLOYMENT CONTRACTS IN PENNSYLVANIA

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WORKERS’ COMPENSATION ACT—In *Bowman v. Sunoco, Inc.*, the Supreme Court of Pennsylvania interpreted a section of the Pennsylvania Workers’ Compensation Act and analyzed the enforceability of third party exculpatory clauses that were signed in consideration for employment. This case note examines the effects of enforcing third-party exculpatory clauses against an employee.

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## INTRODUCTION

In *Bowman v. Sunoco, Inc.*, the Supreme Court of Pennsylvania interpreted a section of the Pennsylvania Workers' Compensation Act (the "Act") and analyzed the enforceability of third-party exculpatory clauses that were signed in consideration for employment. Ultimately, the Court held that third-party exculpatory clauses are not against the public policy considerations the General Assembly contemplated when the Act was enacted. In doing so, the Court reinforced basic legal concepts such as freedom of contract and tort liability.

This case note examines the effects of enforcing third party exculpatory clauses against an employee. First, this case note explains the facts, procedural history and analysis applied by the Court of Common Pleas of Philadelphia County, the Superior Court of Pennsylvania and the Supreme Court of Pennsylvania. Next, this case note discusses the history of the Act and the public policy considerations of § 204(a) of the Act. Finally, this case note analyzes the majority and dissenting opinions in *Bowman*, along with the importance of exculpatory clauses in today's economy.

### *I. Bowman v. Sunoco, Inc.*

The *Bowman* case concerns whether a third-party release form, signed in consideration for employment and receipt of compensation benefits, releasing any and all rights for the employee to make a claim, commence a lawsuit, or recover damages or losses from an employer's customer, is against the public policy of the Commonwealth of Pennsylvania and the plain meaning of the Act.<sup>1</sup> The Court of Common Pleas of Philadelphia County granted Sunoco's motion for judgment on the pleadings and dismissed appellant's negligence claim.<sup>2</sup> The Superior Court of Pennsylvania affirmed, holding that the third-party release in question undermines no public policy contained within the Act.<sup>3</sup>

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1. *Bowman v. Sunoco, Inc.*, 17 A.3d 920, 921 (Pa. 2011) (per curiam).  
2. *Bowman v. Sunoco Inc.*, 2006 WL 6900061 (Pa. Cmmw. 2006).  
3. *Bowman v. Sunoco Inc.*, 986 A.2d 883, 888 (Pa. Super. 2009).

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