

Mr. P. W. Wilkinson, Executive Secretary, Board of Fire Commissioners (cont'd)

To protect the Fire Department you state on the reverse side of an application for said service an agreement to be signed by the applicant wherein he waives "all rights to financial return" and further, "releases the Mayor and City Council of Baltimore, its agents and employees and servants from any and all claims or demands of any nature which may arise in performance of such volunteer service". And it is your wish that the Law Department express an opinion on the question you purport to us, "Can minors on their own part legally execute the agreement or release?"

Without dealing at great length with the subject, minors and their ability to contract, it suffices to say that contracts of minors fall into two categories - void and voidable. (Crown Cork & Seal Corp. v. Frankhanel, 49 F. Supp. 611). The nature of the agreement controls the category.

If at best, this agreement may be considered voidable, then at any time the minor before reaching maturity, age 21, may repudiate the same. If he does, then the conditions of the agreement fall by the board. In event he may be injured in the course of this training, since by repudiating the agreement he does not assume the risk, he then has a claim against the City for injuries sustained.

But, admitting, for sake of argument, that the minor would not repudiate or make claim for any damages, the agreement does not prevent claims of parents or guardians for injuries to said minor. (Siglinski v. Baltimore Copper Co., 194 Md. 541; 20 R.C.L. 620; Art. 72A, Sec. 3 and Art. 67, Sec. 3 of the Annotated Code of Maryland).

In face of these two very obvious possibilities, and without considering the worth of the Agreement as a binding agreement, the Department of Law advises against any such intended prospect by the Fire Department.

The matter of the additional endorsement of the agreement by the parent or guardian of the minor is not considered in this opinion because it is not clear that the Board has any such intention.

Very truly yours,

/s/ THOMAS N. BIDDISON

City Solicitor

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