IN THE SUPREME COURT OF THE STATE OF DELAWARE

JOHN M. INGATO,	§	
	§	No. 92, 2005
Plaintiff Below,	§	
Appellant,	§	
	§	
v.	§	Court Below:
	§	Superior Court
WILMINGTON COLLEGE, INC.,	§	of the State of Delaware
a Delaware corporation,	§	in and for New Castle County
	§	C.A. No. 03C-05-87
Defendants Below,	§	
Appellee.	§	

Submitted: July 27, 2005
Decided: August 22, 2005

Before **BERGER**, **JACOBS**, and **RIDGELY**, Justices.

O R D E R

This 22nd day of August, 2005, on consideration of the briefs of the parties, it appears to the Court that:

1) John M. Ingato appeals from a Superior Court decision granting summary judgment to Wilmington College, Inc. in this personal injury action. Ingato was a full-time student studying aviation management at Wilmington College in February 2002, when he was injured in a plane crash. The College's aviation management program required, among other things, that students receive Federal Aviation Authority (FAA) Certification. According to Ingato, the College did not require that he enroll in flight training at Sky Safety, Inc., but the College's program coordinator

recommended that flight school over the other two flight schools listed in the College's materials.

3) Ingato began flight training at Sky Safety in the summer of 2001. He contracted with and paid Sky Safety directly. The flight school used its own materials, facilities and instructors. Although the College had discussed forming some sort of association with Sky Safety, nothing came of those discussions. As a result, there was never any business relationship between the two entities, and the College had no control over any aspect of Sky Safety's operations.

4) In *Furek v. University of Delaware*,[1] this Court considered the relationship between colleges and students. The Court explained that the doctrine of *in loco parentis*, which imposed on colleges a broad duty to protect students, is no longer recognized. Nonetheless, the relationship between colleges and students is close enough to require that colleges "regulate and supervise foreseeable dangerous activities occurring on [their] property."[2] Thus, because the University was aware of the dangers of fraternity hazing, and had a policy against hazing, it assumed a duty to protect its students from hazing injuries.

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[1]594 A.2d 506 (1991).

[2]*Id.* at 522.

5) Ingato relies on *Furek* in arguing that the College assumed a duty to protect him from the inherent dangers of flight training. He also cites *Delbridge v. Maricopa County Community College District*[3] and the "peculiar risk doctrine" as bases for imposing liability on the College. We conclude that, as in *Stephenson v. College Misericordia*,[4] the record provides no basis on which to impose liability on the College.

6) *Furek* is inapposite because: i) there is no evidence that flight training is a dangerous activity that the College attempted to regulate; and ii) the injury did not occur on the College's property. *Delbridge*, likewise, fails to support Ingato's claim. In that case, a student was injured while taking an off-campus construction class. The student registered at the college and paid the college to take the class; the student received grade reports from the college; the college set the curriculum; the college paid the instructor; and the college had the authority to terminate the instructor. None of these facts is present in Ingato's case. The "peculiar risk doctrine" is inapplicable because the College never employed Sky Safety.[5]

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[3]893 P.2d 55 (Ariz. App. 1995).

[4]376 F.Supp. 1324 (M.D. Pa 1974).

[5]*See: Restatement (Second) Torts* § 413 (1965).

7) *Stephenson v. College Misericordia*, by contrast, presents a similar fact pattern and guides the result here. In *Stephenson*, a student was injured while attending an independent riding school in order to satisfy her college's physical education requirement. The student selected and paid the riding school, and the college had no business relationship with or control over the riding school's operations. Under those circumstances, the court held that the college owed no duty to the student in connection with her riding injury.

8) We conclude that, following *Furek* and *Stephenson*, the College owed no duty to protect Ingato from the negligence of Sky Safety's flight instructor.

NOW, THEREFORE, IT IS ORDERED that the judgment of the Superior Court be, and the same hereby is, AFFIRMED.

BY THE COURT:

/s/ Carolyn Berger
Justice