
April 2019

Arena Football League v. Bishop

Patrick Kennedy

Follow this and additional works at: https://digitalcommons.nyls.edu/nyls_law_review



Part of the [Law Commons](#)

Recommended Citation

Patrick Kennedy, *Arena Football League v. Bishop*, 63 N.Y.L. SCH. L. REV. 309 (2018-2019).

This Case Comments is brought to you for free and open access by DigitalCommons@NYLS. It has been accepted for inclusion in NYLS Law Review by an authorized editor of DigitalCommons@NYLS.

PATRICK KENNEDY

Arena Football League v. Bishop

63 N.Y.L. SCH. L. REV. 309 (2018–2019)

ABOUT THE AUTHOR: Patrick Kennedy is an Executive Editor of the 2018–2019 *New York Law School Law Review*, J.D. candidate, New York Law School, 2019.

*I've never taken it for granted, ever since Cooper [Manning]'s career was taken from him just like that. So I always had it in perspective, and I didn't need a year off to remind me how lucky I was to play.*¹—Peyton Manning

American football is an inherently violent game. Peyton Manning, one of the most prolific passers in National Football League history,² understands that one consequence of the game is that a player's career can end in an instant.³ Every year, millions of Americans tune in to watch the sport that has arguably supplanted baseball as America's national pastime.⁴ And year after year, millions of Americans watch as another player is carted off the field after suffering a devastating injury.⁵ Professional football players put their physical welfare in jeopardy in order to play the sport.⁶ The dreaded but always looming injury can kill players' career aspirations in an instant.

In *Arena Football League v. Bishop*, the Florida First District Court of Appeal considered whether an Arena Football League (AFL)⁷ player should receive workers' compensation for an injury he sustained while participating in a team tryout.⁸ The

1. Sally Jenkins, *Peyton Manning on His Neck Surgeries—and How He Almost Didn't Make It Back*, WASH. POST (Oct. 21, 2013), https://www.washingtonpost.com/sports/redskins/peyton-manning-on-his-neck-surgeries-rehab--and-how-he-almost-didnt-make-it-back/2013/10/21/8e3b5ca6-3a55-11e3-b7ba-503fb5822c3e_story.html?utm_term=.b87521f81c68.
2. *See id.*; *see also Peyton Manning Stats*, PRO FOOTBALL REFERENCE, <https://www.pro-football-reference.com/players/M/MannPe00.htm> (last visited Mar. 30, 2019).
3. *See* Jenkins, *supra* note 1; Chris Wesseling, *NFL Players with Most Memorable Careers Cut Short*, NFL (July 18, 2013), <http://www.nfl.com/news/story/0ap1000000218711/article/nfl-players-with-most-memorable-careers-cut-short> (citing numerous examples of NFL players whose careers ended early because of injuries).
4. *See NFL TV Viewership/Ratings Games 2018*, STATISTA, <https://www.statista.com/statistics/749140/nfl-viewership-figures-ratings> (last visited Mar. 30, 2019) (noting that viewership of the first game of the 2018 season reached 23.3 million viewers); Max Jaeger, *Football Still America's Favorite Sport, but Popularity Is Falling*, N.Y. POST (Jan. 4, 2018), <https://nypost.com/2018/01/04/football-still-americas-favorite-sport-but-popularity-is-falling> (“Football is still America's favorite sport—and baseball is striking out . . .”).
5. *See* John Branch, *For N.F.L.'s Injury Carts, a History That Expands Beyond Tunnel to Field*, N.Y. TIMES (Nov. 8, 2015), <https://www.nytimes.com/2015/11/09/sports/football/for-nfls-injury-carts-a-history-that-expands-beyond-tunnel-to-field.html>.
6. *See 2017 Injury Data*, NFL PLAY SMART, PLAY SAFE, <https://www.playsmartplaysafe.com/newsroom/reports/2017-injury-data> (last visited Mar. 30, 2019) (compiling NFL injury data between 2012 and 2017); *see also* Zachary Binney, *Just How Dangerous Is the NFL vs. Other Sports?*, NFL INJ. ANALYTICS (June 6, 2017), <https://nflinjuryanalytics.com/2017/06/06/just-how-dangerous-is-the-nfl-vs-other-sports> (showing that the NFL has “by far the highest game injury rate” among the “Big 4 North American sports”).
7. The Arena Football League, founded in 1987, is an American professional football league. Its rules differ from those of traditional American football to facilitate more offense and scoring. *See About the AFL*, ARENA FOOTBALL LEAGUE, <https://www.arenafootball.com/articles/about-the-afl> (last visited Mar. 11, 2019).
8. 220 So. 3d 1243 (Fla. Dist. Ct. App. 2017).

court, basing the outcome of the case on whether a valid employment contract existed between Bryon Bishop and the AFL, concluded that Bishop was not entitled to workers' compensation after determining there was no valid contract.⁹

This Case Comment contends that the court erred in withholding workers' compensation benefits from Bishop. First, the court overlooked precedent allowing workers' compensation benefits to extend to a non-employee due to a special relationship that arises at the time of the injury. Second, the court failed to consider whether to rely on the legal principle of promissory estoppel to award Bishop workers' compensation benefits. Finally, the court's decision allows AFL football teams to reap the benefits of trying out the best available players for their rosters while bearing none of the costs, leaving players without financial protection in the event that they are injured while trying out for a team.

Bryon Bishop played ten games for the AFL's Orlando Predators during the 2010 season.¹⁰ After sustaining a back injury at the end of the season, the Predators traded Bishop to the Jacksonville Sharks.¹¹ Bishop never played a game for the Sharks, however, and was cut mid-season.¹² Bishop subsequently found employment outside the AFL, and in 2013 was about to start a new job as a case manager for a methadone treatment center when he was contacted by the Predators about an offensive lineman position for the upcoming AFL playoffs.¹³ With the hopes of resuming his football career, Bishop returned to the Predators and participated in a tryout with the team.¹⁴

The tryout was held over a period of two days.¹⁵ At the end of the first day, Bishop signed a "Standard Player Contract."¹⁶ The contract contained three different signature lines.¹⁷ The first line was titled "Player Signature" and was signed by Bishop.¹⁸ The second line, titled "Team Rep. Acknowledgement (Mandatory)," was

9. *Id.* at 1246. Unlike the NFL, where players are employees of their respective teams, AFL players are considered employees of the League. *Id.* at 1245 n.2.

10. Bryon Bishop, Final Compensation Order at 6, *Bishop v. Orlando Predators/Arena Football One, LLC*, No. 13-18668-TWS (Fla. Off. J. Compensation Claims Dec. 23, 2014) [hereinafter *Bishop*, 2014 OJCC Order]. Bishop had a brief tryout with the NFL's Miami Dolphins during that season, but went unsigned and returned to the Predators. *Id.*

11. *Id.* at 6–7.

12. *Id.* at 7.

13. *Id.*

14. *Bishop*, 220 So. 3d at 1244.

15. *Id.*

16. *Bishop*, 2014 OJCC Order, *supra* note 10, at 10. The only contractual language included in the court's opinion is as follows: "The Contract says that '[t]he League hires the Player as a skilled football player for employment beginning February 1, 2013 and ending August 31, 2013.'" *Bishop*, 220 So. 3d at 1245.

17. *Bishop*, 220 So. 3d at 1245.

18. *Id.*

signed by the Predators' coach.¹⁹ The third line, designated as "League Signature," was to be signed by the AFL but never was.²⁰

On the second day of Bishop's two-day tryout, he sustained an on-field injury to his neck and back.²¹ Bishop consequently sought workers' compensation benefits from the AFL.²² However, the AFL claimed that Bishop was ineligible for workers' compensation on the grounds that he was not an AFL employee, since the "League Signature" portion of the Standard Player Contract was never signed.²³ On this basis the AFL contended that there was no contract between Bishop and the AFL.²⁴

Bishop brought a workers' compensation claim against the AFL before a Florida Judge of Compensation Claims (JCC).²⁵ The issue before the JCC was whether a valid employment contract existed between Bishop and the AFL so as to entitle Bishop to workers' compensation.²⁶ The JCC concluded that Bishop was under contract with the AFL at the time of his alleged injury and awarded him workers' compensation benefits.²⁷ The AFL subsequently appealed the determination to Florida's First District Court of Appeal.²⁸

Bishop offered several arguments for affirming the JCC's decision that a valid contract existed between the parties, each of which the court rejected. First, Bishop argued that no League signature was required to make the contract enforceable

19. *Id.*

20. *Id.* Per its terms, the contract was to be filed with the League office within forty-eight hours after execution, Bryon Bishop, Final Compensation Order at 6–7, *Bishop v. Orlando Predators/Arena Football One, LLC*, No. 14-007837-TWS (Fla. Off. J. Compensation Claims Oct. 7, 2015), but it is unclear why the AFL never signed it. Joseph Kleinsmith, the AFL's Senior Director of Football Operations, claimed that he was informed of Bishop's injury two days after Bishop and the Predators' coach signed the contract. Bishop, 2014 OJCC Order, *supra* note 10, at 12.

21. Bishop, 2014 OJCC Order, *supra* note 10, at 11, 13. Bishop also injured his knee during the first day of the tryout. *Id.* at 9. The Judge of Compensation Claims (JCC) denied Bishop's claims related to the first day's injury after concluding that he did not have a valid written contract for that day. *Id.* at 20. Bishop did not challenge the ruling rejecting the first day's injury. *Bishop*, 220 So. 3d at 1244 n.1.

22. *See Bishop*, 220 So. 3d. at 1244.

23. *Id.* at 1245.

24. *Id.*

25. *See id.* at 1244. The Florida Office of the Judges of Compensation Claims "is responsible for the mediation and adjudication of disputes over workers [sic] compensation benefits." *About Us*, OFF. J. COMPENSATION CLAIMS, <https://www.jcc.state.fl.us/JCC/AboutUs.asp> (last visited Mar. 30, 2019). Orders issued by a JCC may be appealed to the First District Court of Appeal. FLA. STAT. ANN. § 9.180(b)(1) (West 2019).

26. *Bishop*, 220 So. 3d. at 1244. Florida's workers' compensation statute contains an exception that excludes professional athletes from coverage, § 440.02(17)(c)(3), but "the collective bargaining agreement . . . between the AFL and the AFL's player's union voluntarily provides workers' compensation coverage to injured players who are part of the union [and who] have valid written contracts." Bishop, 2014 OJCC Order, *supra* note 10, at 19–20. Since the case turned on whether there was a valid written contract between Bishop and the AFL, neither the JCC nor the First District Court of Appeal found the statute applicable. *See id.*; *Bishop*, 220 So. 3d at 1244 n.1.

27. *Bishop*, 220 So. 3d at 1245.

28. *Id.*

because the contract itself never expressly stated that such a signature was necessary.²⁹ In rejecting this argument, the court concluded that a contract cannot be enforceable against a nonsignatory, as a contract requires mutual assent to be valid.³⁰ Instead, the court stated that where a contract provides a signature line for both parties, mutual assent cannot be shown without one party's signature.³¹

Second, Bishop pointed to language providing that "after execution" of the contract, the AFL Director of Football Operations has authority to "disapprove" the contract "for various reasons," and that approval becomes automatic if there is no such "disapproval" within seven days of the contract's execution.³² The court determined that the fact that Bishop's contract was never "disapproved" was irrelevant to finding whether a contract was ever formed in the first place.³³ The court noted that, there being no valid contract between the parties to begin with, the provisions of the contract were meaningless.³⁴

Finally, Bishop argued that the League assented to the contract by permitting him to try out for the team.³⁵ While the court admitted "that parties may show assent through means other than signatures," it determined that the only thing the AFL assented to was allowing Bishop to participate in a tryout, not to "hire the Player as a skilled football player for the duration of a football season."³⁶

Consequently, the court held that the JCC incorrectly found that Bishop was under contract with the AFL at the time of his injury.³⁷ The court concluded that there was neither a valid nor enforceable contract sufficient to create an employer-employee relationship that would entitle Bishop to workers' compensation benefits.³⁸ The court then reversed and remanded for entry of an order denying Bishop's claims.³⁹

This Case Comment contends that although there was no contract, the court incorrectly denied Bishop workers' compensation benefits. First, the court inappropriately overlooked precedent holding that workers' compensation benefits should extend to a player in Bishop's position because he was injured during a pre-employment tryout phase that subjected him to a potential risk of injury, was under the control and direction of the AFL, and was acting for the benefit of the AFL. Second, the doctrine of promissory estoppel should have been invoked because Bishop reasonably and detrimentally relied on a promise from the AFL, which

29. *Id.*

30. *Id.* (citing *Gibson v. Courtois*, 539 So. 2d 459, 460 (Fla. 1989)).

31. *Id.* ("[O]nly one party's signature cannot—without more—demonstrate mutual assent.").

32. *Id.*

33. *Id.*

34. *Id.* ("[I]f there was never mutual assent . . . [then] all the Contract's provisions[] mean nothing.").

35. *See id.* at 1246.

36. *Id.* (internal quotations omitted).

37. *Id.*

38. *Id.*

39. *Id.*

induced him to take action. Lastly, this decision sets a troubling precedent for football players who are injured during an attempt to gain employment by unjustly imposing the costs of injury on them.

First, the court should have awarded Bishop benefits because he was injured while participating in a tryout phase to play for the AFL. When an employer administers an application or tryout phase that is potentially hazardous to the applicant, under the control and direction of the employer, and is for the benefit of the employer, then the applicant is entitled to workers' compensation benefits if injured, irrespective of whether a formal employment contract existed at the time of injury.⁴⁰

In 2012, Florida's First District Court of Appeal considered for the first time whether an individual injured during a mandatory orientation session was an employee for purposes of determining eligibility for workers' compensation benefits in *Jenks v. Bynum Transportation, Inc.*⁴¹ The court noted that Florida's workers' compensation statute defining the term "employee" used broad language, demonstrating that the legislature intended "to afford expansive coverage under the Florida workers' compensation scheme, subject only to narrow exceptions."⁴² Further, the court relied on case law from other jurisdictions which concluded that injuries sustained during a pre-employment period are compensable, and that a formal employment contract is not necessary to establish the requisite employment relationship for workers' compensation benefits.⁴³ The *Jenks* court considered, among other factors, that the claimant was required to attend orientation before starting employment, the employer paid for travel and lodging expenses during the orientation, and the employer exerted control over the orientation.⁴⁴ Despite there being no

40. See *Jenks v. Bynum Transp., Inc.*, 104 So. 3d 1217 (Fla. Dist. Ct. App. 2012); *Laeng v. Workmen's Comp. App. Bd.*, 494 P.2d 1 (Cal. 1972); *Smith v. Venezian Lamp Co.*, 168 N.Y.S.2d 764 (App. Div. 1957).

41. 104 So. 3d at 1221.

42. *Id.* (citing *Hazealeferiu v. Labor Ready*, 947 So. 2d 599, 604 (Fla. Dist. Ct. App. 2007)). Florida's workers' compensation law defines "employee" as:

[A]ny person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors.

FLA. STAT. ANN. § 440.02(15)(a) (West 2019). Although professional athletes are explicitly exempted from the statute, the *Bishop* court accepted the JCC's determination that the statute did not apply. See *Bishop*, 220 So. 3d at 1244 n.1.

43. *Jenks*, 104 So. 3d at 1221; see *Hubble v. Dyer Nursing Home*, 188 S.W.3d 525, 533 (Tenn. 2006) (holding that an employee was entitled to workers' compensation despite not completing the orientation period); *Dodson v. Workers' Comp. Div.*, 558 S.E.2d 635, 636 (W. Va. 2001) (holding that an employee who was injured while completing a pre-employment physical test was entitled to workers' compensation because the test was for the employer's benefit and under its direction, and it exposed the employee to the risk of immediate and significant harm).

44. *Jenks*, 104 So. 3d at 1222.

formal employment contract, the court concluded that the claimant was an employee for purposes of awarding workers' compensation benefits.⁴⁵

The holding in *Jenks* is consistent with case law from other jurisdictions dating back to 1957. In *Smith v. Venezian Lamp Co.*, a New York claimant seeking a position as a lamp polisher was injured during a trial period.⁴⁶ The court held that a claimant injured while trying out for a job was entitled to workers' compensation, regardless of whether wages or hours were discussed or whether the claimant was paid for any work.⁴⁷ The court explained that "where a tryout involves an operation that would be ordinarily viewed as hazardous under the Workmen's Compensation Law[,] a special employment exists."⁴⁸ In holding that the claimant was entitled to workers' compensation benefits, the court asserted that denying the claimant benefits would be "contrary to the more modern concept of employment"⁴⁹

Similarly, in *Laeng v. Workmen's Compensation Appeals Board* in 1972, a California applicant for a city's refuse collection department was injured during an "obstacle course" that simulated what the actual employment would entail.⁵⁰ In finding the applicant eligible for workers' compensation, the court stated that the "special risk" undertaken by the applicant was for the benefit of, and performed under, the city's direction and control.⁵¹ Thus, the city's tryout program, which prescribed "arduous and potentially hazardous tasks[,] . . . structured a relationship between applicant and employer, which, although not necessarily resultant in permanent employment, was inchoate and viable."⁵²

Instead of overlooking precedent from its own jurisdiction and others, the *Bishop* court should have taken into account the same considerations as *Jenks* to find that an employment relationship existed, entitling Bishop to workers' compensation. In that way, the court would have broadened its analysis beyond the contract and, consistent with the Florida legislature's intent, examined other factors to determine whether an employment relationship was formed notwithstanding the AFL's missing signature.⁵³

45. *Id.*

46. 168 N.Y.S.2d 764, 765–66 (App. Div. 1957).

47. *Id.* at 766.

48. *Id.*

49. *Id.*

50. 494 P.2d 1, 2 (Cal. 1972).

51. *Id.*

52. *Id.* at 9.

53. While the *Bishop* court acknowledged that a claimant does not need a formal contract to be entitled to workers' compensation benefits, the parties apparently stipulated before trial that the outcome of Bishop's claim depended on its existence. See *Arena Football League v. Bishop*, 220 So. 3d 1243, 1244 (Fla. Dist. Ct. App. 2017) ("[T]he parties agree that Bishop's claim depends on this [c]ontract."). However, a court is not bound to accept as controlling a stipulation to questions of law. *Swift & Co. v. Hocking Valley Ry. Co.*, 243 U.S. 281, 289–90 (1917) ("If the stipulation is to be treated as an agreement concerning the legal effect of admitted facts, it is obviously inoperative; since the court cannot be controlled by agreement of counsel on a subsidiary question of law.").

Because it focused its analysis solely on the four corners of the document, the court neglected to incorporate any relevant facts from the JCC's proceeding which might have supported Bishop's claim.⁵⁴

Had the court followed the example set by *Jenks*, it would have found persuasive authority for the proposition that workers' compensation benefits extend to a person who is injured during a tryout phase prior to attaining formal employment, regardless of whether they were paid for the tryout. Like the plaintiffs in *Smith* and *Laeng*, Bishop was injured during a tryout phase prior to becoming an official AFL employee.⁵⁵ A football tryout is certainly hazardous to the applicant since football is a physical sport that always involves the risk of injury.⁵⁶ The tryout was also under the direction and control of the AFL—tryouts are conducted by AFL teams for the AFL's benefit as a means of identifying the best available players.⁵⁷ Therefore, as in *Smith*, a special employment relationship was created when Bishop participated in a hazardous tryout with the AFL. And, as in *Laeng*, Bishop was entitled to workers' compensation for the injury he sustained while undertaking a "special risk" under the direction and control of the AFL.

Second, even in the absence of an employee-employer relationship, the court should have found that Bishop was entitled to workers' compensation benefits under the doctrine of promissory estoppel. The doctrine of promissory estoppel is equitable in nature: It operates to enforce a promise when the requirements for forming a valid contract are not met.⁵⁸ The Restatement (Second) of Contracts states that "a promise which the promisor should reasonably expect to induce action or forbearance on the part of the promisee or a third person and which does induce such action or forbearance is binding if injustice can be avoided only by enforcement of the promise."⁵⁹ The doctrine of promissory estoppel is a fundamental doctrine of contract law, one that the Florida District Court of Appeal has previously invoked to enforce agreements.⁶⁰ Legal scholars have widely acknowledged that the drafters of the Restatement made "several important changes . . . with the intent of making promissory estoppel more available, the role of reliance more prominent, and the remedies awarded to successful

54. For example, in the Bishop 2014 Order, the JCC reviewed an exchange of text messages between Bishop and the Predators' coach that might have provided evidence of mutual assent to form an employment contract. See Bishop, 2014 Order, *supra* note 10, at 8.

55. *Bishop*, 220 So. 3d at 1244.

56. Branch, *supra* note 5.

57. *Bishop*, 220 So. 3d at 1244; see also John Domen, *Hundreds Try Out for DC's New Arena Football League Team*, WTOP (Oct. 8, 2016), <https://wtop.com/local-sports/2016/10/hundreds-tryout-dcs-new-arena-league-team/slide/1> (discussing how hundreds of applicants tried out for a new AFL team that offered only twenty-eight roster spots).

58. RESTATEMENT (SECOND) OF CONTRACTS § 90 cmt. a (AM. LAW INST. 1981).

59. *Id.* § 90(1).

60. See, e.g., *Criterion Leasing Grp. v. Gulf Coast Plastering & Drywall*, 582 So. 2d 799 (Fla. Dist. Ct. App. 1991) (holding that, under the doctrine of promissory estoppel, a subcontractor was estopped from denying employees insurance coverage).

litigants more flexible.⁶¹ The result was to make promissory estoppel a more prevalent doctrine and “no longer a fallback theory of recovery.”⁶²

Here, the court erred by failing to apply a fundamental doctrine of contract law that would have prevented an injustice to Bishop. Had the court taken this doctrine into account, it would have estopped the AFL from unjustly avoiding its obligation to compensate Bishop for his injury. The AFL should have expected that Bishop would have reasonably relied on the Standard Player Contract to justify risking injury to participate in the tryout. Bishop actually and detrimentally relied on the contract because he did, in fact, participate in the tryout and was injured as a result. Foisting the expenses on Bishop for an injury he sustained for the AFL’s benefit is the very kind of injustice the doctrine of promissory estoppel was designed to prevent.⁶³ Therefore, the court should have invoked promissory estoppel to enforce the agreement and entitle Bishop to workers’ compensation benefits.

Finally, the *Bishop* court’s decision is problematic because it leaves players with no viable options for compensation if they are injured while trying out for a professional team. This precedent incentivizes sports organizations to avoid signing player contracts during the standard tryout phase, exposing the player to the cost of injury despite acting pursuant to team or League directives. The player essentially assumes all of the risk by trying to gain employment while the team subjects players to rigorous and hazardous physical activities freely and without consequence. This creates an unnecessary and unfair hurdle for the players, most of whom rely on football as a source of income.⁶⁴ A serious injury during a team tryout will significantly diminish a player’s employment prospects. Especially in the AFL, where players make nowhere near the exorbitant salaries of their NFL counterparts,⁶⁵ players risk a tremendous amount just by attempting to gain employment.

The *Bishop* court erred when it concluded that Bishop was not entitled to workers’ compensation benefits for the injury he sustained while participating in a tryout with an AFL team. The court overlooked relevant precedent holding that a job applicant can still be covered under workers’ compensation laws when participating in a

61. Marco J. Jimenez, *The Many Faces of Promissory Estoppel: An Empirical Analysis Under the Restatement (Second) of Contracts*, 57 UCLA L. REV. 669, 671 (2010).

62. *Id.* at 722 (quoting Daniel A. Farber & John H. Matheson, *Beyond Promissory Estoppel: Contract Law and the “Invisible Handshake,”* 52 U. CHI. L. REV. 903, 904 (1985)).

63. *Cf.* Crown Life Ins. Co. v. McBride, 517 So. 2d 660, 662 (Fla. 1987) (declaring that promissory estoppel can serve as a justification for creating insurance coverage where refusing to do so “would sanction fraud or other injustice”).

64. See Brett Williams, *Meet the Pro Football Players Who Don’t Make Millions*, SPLINTER NEWS (Feb. 5, 2016), <https://splinternews.com/meet-the-pro-football-players-who-don-t-make-millions-1793854513> (discussing the financial struggles and uncertainty that some professional football players face—even in the NFL).

65. See Zac Boyer, *In Arena League, Dreams of Following Jay Gruden’s Path*, WASH. TIMES (July 22, 2014), <https://www.washingtontimes.com/news/2014/jul/22/arena-football-league-dreams-following-jay-grudens> (noting that AFL players make only \$830 per game, and that many players work second jobs to supplement their incomes); *Cf.* NFL 2018 Player Salaries, PRO FOOTBALL REFERENCE, <https://www.pro-football-reference.com/players/salary.htm> (last visited Mar. 30, 2019).

ARENA FOOTBALL LEAGUE v. BISHOP

potentially hazardous tryout phase. Additionally, the court failed to analyze the fundamental doctrine of promissory estoppel to prevent an injustice to Bishop. Moreover, the *Bishop* court's holding creates unnecessary obstacles for professional football players who seek employment by shifting the risk of injury entirely on them. For players whose career prospects can be destroyed in an instant, the *Bishop* decision does little to ameliorate the risk of losing it all.