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IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA26-248

Filed 21 October 2026

Wilkes County, No. 25CVS000179-960

TRAVIS ALLEN MCKINNEY, Plaintiff,

v.

UA ADVENTURE NORTH, LLC d/b/a URBAN AIR TRAMPOLINE AND
ADVENTURE PARK CORNELIUS, Defendant.

Appeal by Defendant from order entered 2 October 2025 by Judge Michael D.
Duncan in Wilkes County Superior Court. Heard in the Court of Appeals 29
September 2026.

*Edwards Beightol, LLC, by Catharine E. Edwards and Alison E. Smith, for
Plaintiff-Appellee.*

*Wood Smith Henning & Berman, LLP, by Robin A. Seelbach and Jacob C. Britt,
for Defendant-Appellant.*

GRIFFIN, Judge.

Defendant UA Adventure North, LLC appeals from the trial court's order denying Defendant's motion to compel arbitration. The trial court concluded Defendant failed to meet its burden to prove a valid arbitration agreement existed between the parties. We dismiss this case for lack of jurisdiction.

I. Factual and Procedural Background

On his June and July 2022 visits to Urban Air Trampoline and Adventure Park (“Park”) which is operated by Defendant, Plaintiff signed Release and Indemnification Agreements for himself. He also signed agreements for his minor son and Megan Fox on the applicable visits. On 6 November 2022, Plaintiff and his minor son went to the Park again. However, on this November visit, Plaintiff did not sign a Release and Indemnification Agreement for himself; he only signed one for his son. On this November visit to the Park, Plaintiff sustained severe injuries, including a displaced oblique fracture of the shaft of his right femur.

On 12 February 2025, Plaintiff filed a complaint alleging negligence, gross negligence, and punitive damages. About five months later, Defendant filed its motion to dismiss, and alternatively, motion to stay proceedings and compel arbitration. Ultimately, the trial court denied Defendant’s motion to compel. On 21 October 2025, Defendant noticed its appeal of the trial court’s order denying its motion to compel.

II. Analysis

A “denial of a motion to compel arbitration is interlocutory in nature.” *Slaughter v. Swicegood*, 162 N.C. App. 457, 460, 591 S.E.2d 577, 580 (2004) (citation omitted). “An interlocutory order is one made during the pendency of an action, which does not dispose of the case, but leaves it for further action by the trial court in order

to settle and determine the entire controversy.” *Veazey v. City of Durham*, 231 N.C. 357, 362, 57 S.E.2d 377, 381 (1950) (citation omitted).

“Generally, there is no right of immediate appeal from interlocutory orders and judgments.” *Cornelius v. Lipscomb*, 224 N.C. App. 14, 16, 734 S.E.2d 870, 871 (2012) (citation omitted). However, “an order denying arbitration, although interlocutory, is immediately appealable because it involves a substantial right which might be lost if appeal is delayed.” *JRM, Inc. v. HJH Cos., Inc.*, 287 N.C. App. 592, 595, 883 S.E.2d 217, 219 (2023) (citation omitted). “While courts should not refuse to implement the terms of an arbitration agreement, if a valid agreement to arbitrate *exists*, a motion to compel arbitration is properly denied if a valid agreement to arbitrate *does not exist*.” *Id.* at 596, 883 S.E.2d at 220. Thus, a party seeking arbitration needs to demonstrate that both parties “mutually agreed to arbitrate their disputes.” *Slaughter*, 162 N.C. App. at 461, 591 S.E.2d at 580 (citation modified). “If a valid agreement to arbitrate does not exist, [a d]efendant has failed to show a substantial right is affected.” *JRM, Inc.*, 287 N.C. App. at 598, 883 S.E.2d at 221. Furthermore, where the agreement to arbitrate does not exist, we lack jurisdiction to review a trial court’s interlocutory order denying a motion to compel arbitration. *Id.* (citations omitted).

“A trial court may properly deny a motion to compel arbitration if it determines evidence of the very *existence* of an arbitration agreement is lacking.” *Id.* at 597, 883 S.E.2d at 220 (citation modified). A “trial court’s findings regarding the existence of

an arbitration agreement are conclusive on appeal where supported by competent evidence, even where the evidence might have supported findings to the contrary.” *Bilfinger Inc. v. Cargill, Inc.*, 298 N.C. App. 322, 329, 915 S.E.2d 200, 205 (2025) (citation modified). “We review the trial court’s conclusions of law de novo.” *Id.* (citation omitted).

Here, the trial court concluded Defendant “failed to carry the burden of proving that the Parties mutually agreed to submit arbitration disputes arising from Plaintiff’s [6 November 2022] visit to Defendant’s premises.” Further, the trial court states, that other than the June and July agreements, Defendant “provided no evidence that the parties mutually intended that either the June or July agreements would govern all future visits or that it would be indefinitely binding.” In its order, the trial court also concluded arbitration “is not required by any contract between Plaintiff and Defendant.” Since the trial court may deny a motion to compel arbitration when it determines evidence of the existence of an arbitration agreement is lacking, the trial court did not err as a matter of law by concluding Defendant had failed to prove a valid arbitration agreement existed.

Again, when “a valid agreement to arbitrate does not exist, Defendant has failed to show a substantial right is affected.” *JRM, Inc.*, 287 N.C. App. at 598, 883 S.E.2d at 221. Therefore, we lack jurisdiction to review the trial court’s interlocutory order.

III. Conclusion

McKINNEY V. UA ADVENTURE N., LLC

Opinion of the Court

This Court lacks jurisdiction to review the trial court's order denying Defendant's motion to compel arbitration.

DISMISSED.

Judges ARROWOOD and FREEMAN concur.

Report per Rule 30(e).