

Cruise Ship Liability Part II

In *What is Cruise Ship Liability Part 1* we provided our readers with an in-depth look at everything that goes into a cruise ship liability claim, and what an experienced Personal Injury must establish to achieve a favorable outcome on behalf of his or her client. We also gave an informational explanation of "willful actions" and why attorneys must be able to prove negligence occurred onboard the cruise ship was a direct result of negligence. We further explained "willful liability" and why in the case of a cruise line accident claim, it's necessary to prove that had the negligence on the part of a cruise line employee not occurred, the victim would not have sustained an injury. Being able to prove an accident was the direct result of someone's negligent or careless actions is the most important piece of the liability claim puzzle.

Furthermore, we looked at why Florida lays out their state statutes for water vessels and regularly updates them with any changes to the law. This, we established, is due in part to many cruise line headquarters being docked in the state of Florida. However, we also provided a look at why several cruise lines register their vessels in the Bahamas and Panama and determined this was the result of more relaxed safety regulations than those found in the United States.

Now, in Part 2 of *"What is Cruise Ship Liability"* we'll wrap up our extensive *Travel Liability* series with another in-depth look at how a skilled Personal Injury attorney must present a cruise operator's negligence to a judge. We'll also take the opportunity to dive deeper into the complexities behind "willful intent" and what that means within the scope of Personal Injury law. Finally, we'll provide an experienced attorney's insight into foreseeability on the part of cruise ship employees, carefully explaining the ins-and-outs of "reasonable care" to better inform our readers of this common legal term.

Relaxing vacation turned nightmarish negligence

When boarding a cruise ship, one must remember that their ticket is acting as a legally binding contract between passenger and cruise line operator. This means that by boarding the cruise ship, the passenger agrees to be legally bound by terms of service expressly stated on the back of the ticket. The cruise ship operator generally assumes that all passengers have read and understood the terms laid out for them, and those that don't will use the phone number provided for further explanation.

However, there are instances that either fall outside the expressly stated terms of service or occur due to the negligence of a cruise ship employee. When either of these occur, it's important that the passenger seeks legal advice from a board-certified attorney, because despite the legally binding terms on the back of the ticket, injuries sustained often

constitute the right to compensation on behalf of the passenger. Each case is different, and it's ultimately up to an experienced attorney to determine what the legality of the situation actually allows.

In the case of an accident sustained onboard a cruise ship, there is a high chance that the passenger became the victim of a cruise ship employees negligent or careless actions. In wrongful death cases that occur onboard a ship, such as an accidental drowning, the deceased's family has the right to retain legal counsel and file a lawsuit on behalf of their loved one. There are instances where a cruise ship operator failed in their duty to install lifeguards in the appropriate areas of the ship, and thusly caused the tragic and unnecessary death of a passenger.

Reasonable care is simply human decency

This is where the principle of "reasonable care" must be applied.

The dictionary provides the legal definition of "reasonable care":

*"the degree of caution and concern for the safety of himself/herself and others an ordinarily prudent and rational person would use in the circumstances. This is a subjective test of determining if a person is negligent, **meaning** he/she did not exercise **reasonable care.**"*

So how can we apply this principle, for example, in an accidental drowning claim in which a passenger tragically passed away due to lack of lifeguards posted in appropriate areas?

In the event that a passenger lost their life in a drowning accident on a cruise ship, the Personal Injury attorney must be able to shove evidence that because there was no lifeguard posted in the area where the drowning occurred, the victim was not rescued from the water in time to be revived. Under normal circumstances, lifeguards are employed to spot those in distress and immediately rush to rescue them before a tragedy can occur. In the event of a drowning, could it have been prevented if a lifeguard *was* present?

An example of this type of tragedy we need only look to the 2016 case of 6-year-old Qwentyn Hunter, the lack of lifeguard on duty when the boy plunged into the water was an avoidable tragedy that only befell his grief-stricken parents due to the cruise line's negligence.

It's also imperative that the attorney provide appropriate evidence that the lack of signage clearly alerting passengers to a lack of lifeguard on duty was not posted to provide the public with the knowledge they will be swimming at their own risk. Parents normally will not allow their children to swim under these circumstances or will remain with the child at all times if they do permit them to swim. However, in the case of the oft

provided cruise ship "kids clubs", parents rightfully assume that the children will be properly supervised.

As with all liability claims, and possibly the most important thing to remember: it must be proven that the actions of the cruise ship were unreasonable:

- Was the employee in charge of ensuring proper signage aware that the signs were not posted and didn't bother to properly post them?
- Was the employee in charge of hiring and installing lifeguards on duty aware that said lifeguards were not present and still did nothing to provide one?

The puzzle piece of willful intent

As we conclude our *Travel Liability* series, we're going to look at the last piece of the liability puzzle: "willful intent". This fairly straightforward legal term can be confusing in the scope of Personal Injury law, partly due to the difficulties in proving that an action deemed negligent was purposeful. When it comes to willful intent, the insurance company doesn't want accident victims to know the truth.

The truth is, the insurance company will try to downplay the cruise ship operator's ill intentions. "*They never meant to cause harm!*" and "*Such-and-such cruise line cares deeply about each and every passenger!*" are standard lines one can expect to hear when filing a claim after a wrongful death or injury onboard a cruise ship. This doesn't excuse the cruise ship operator and in fact is an insult to the victim and their family, or the surviving family members of a decedent.

It's the attorney's duty to their client to expose the willful intent of lazy, careless, reckless, and negligent cruise ship operators. When a cruise ship employee knew something could cause an accident, but instead chose to act in a way that was careless, lazy, or reckless and the outcome of their actions caused harm or death to a passenger, they must be held liable for those actions! The importance of a board certified civil trial attorney is priceless. While no dollar amount can ever replace a lost loved one or restore quality of life after injury, an experienced attorney will never allow a client to be bullied when they're grieving a loss or recovering from a serious injury.

Contact us to schedule a complimentary consultation. There's no obligation. Take the first step and call today: (877). 529-0080