

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. _____

JASON KELLER,

Plaintiff,

v.

ROYAL CARIBBEAN CRUISES LTD. d/b/a
ROYAL CARIBBEAN GROUP,

Defendant.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

The Plaintiff sues Defendant and alleges:

PRELIMINARY ALLEGATIONS

1. The Plaintiff, JASON KELLER, is a resident and citizen of the state of Pennsylvania.
2. Defendant, ROYAL CARIBBEAN CRUISES LTD. d/b/a ROYAL CARIBBEAN GROUP, is a Liberian entity with its principal place of business in Miami, Florida.
3. The Court has diversity subject matter jurisdiction pursuant to 28 U.S.C. § 1332, as the matter in controversy exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332. In the alternative, if diversity jurisdiction does not apply, then this matter falls under the admiralty and maritime jurisdiction of this Court.
4. At all times material hereto, Defendant, personally or through an agent:
 - a. Operated, conducted, engaged in or carried on a business venture in this state and/or county or had an office or agency in this state and/or county;
 - b. Was engaged in substantial activity within this state;
 - c. Operated vessels in the waters of this state;

- d. Committed one or more of the acts stated in Florida Statutes §§ 48.081, 48.181 or 48.193;
 - e. The acts of Defendant set out in this Complaint occurred in whole or in part in this county and/or state;
 - f. Defendant was engaged in the business of providing to the public and to Plaintiff in particular, for compensation, vacation cruises aboard the cruise ships.
5. Defendant is subject to the jurisdiction of the courts of this state.
6. The causes of action asserted in this Complaint arise under the General Maritime Law of the United States and/or applicable state law, to the extent not inconsistent with General Maritime Law.

FACTS COMMON TO ALL COUNTS

7. At all times material hereto, Defendant owned, operated, managed, maintained and/or controlled the vessel, the *Adventure of the Sas* (“the vessel”).
8. At all times material hereto, Defendant had exclusive custody and control of the vessel.
9. On or about February 3, 2025, the Plaintiff was a paying passenger on Defendant’s vessel, which was in navigable waters.
10. On or about February 3, 2025, the Plaintiff participated in an attraction aboard the vessel called the FlowRider Surfing Simulator (“the FlowRider”) and same caused him injury.¹

The FlowRider Aboard Defendant’s Vessels

11. The FlowRider is an attraction that shoots a sheet of water up a sloped surface at a high velocity to simulate the surface of a wave. Users then attempt to ride this sheet of water on a board, as instructed by a crewmember. An illustrative picture is provided below:

¹ On January 21, 2026, before expiration of the one year contractual deadline to file suit, Defendant, Royal Caribbean, agreed in writing to extend the applicable deadline to file Plaintiff’s claims until March 5, 2026.



12. The FlowRider aboard the vessel is different from a standard FlowRider, because employees and/or agents of Defendant modified it by shortening its overall length in order to fit the attraction on the deck of the cruise ship.

13. Due to this shorter length, a person propelled up the surface of the “wave” can be thrown into the back wall at a very high velocity, since unlike a standard flow rider, the back wall of the attraction is much closer to the “wave” front. This makes an already inherently dangerous attraction even more dangerous, such that it becomes unreasonably dangerous. This is not an obvious danger of which a passenger should be aware.

14. The FlowRider aboard the vessel is different from the current FlowRiders being manufactured. The FlowRiders now utilize “Pillow Padding” in the recovery zones of FlowRiders in order to help support falls and decrease injuries. However, Defendant does not utilize the update-to-date technology, and it therefore unreasonably puts its passenger participants at a higher risk of injury. Upon information and belief, despite the reduced size of the FlowRider on

Defendant's vessels, the motor that provides water propulsion for the FlowRider remains as powerful as one that maintain the original size for land based FlowRider attractions.

15. According to the FlowRider manufacturer, "Riding a FlowRider takes skill, balance and most importantly, practice... That learning curve takes time and dedication." Yet Defendant allows its passengers to attempt to stand on a board, without any (a) prior practice, (b) acclimation through prone riding, (c) evaluation of the potential participant's athletic ability (i.e., balance and skill), and/or (d) any assistance, while a thin sheet of water is shot out at them at an extremely high velocity. This results in passengers suffering devastating falls and sustaining serious injuries. Passenger injuries due to participating in the FlowRider aboard Defendant's vessels are occurring and have been occurring at a high rate. Yet Defendant does not alter its policies, nor does it adequately inform its passengers of the high rate of injuries.

16. Additionally, Defendant does not include adequate warnings on its website advertising the FlowRider regarding the potential to being seriously injured and/or killed. Moreover, Defendant does not place adequate signs at the FlowRider, warning potential passenger participants of the potential to being seriously injured and/or killed while participating in the FlowRider.

17. In *Johnson v. Royal Caribbean Cruises, Ltd.*, 449 F. App'x 846 (11th Cir. 2011), Defendant required the plaintiff to sign an electronic personal injury waiver prior to participating in a shipboard FlowRider. However, the Eleventh Circuit Court of Appeals ruled that shipboard personal injury waivers are void and unenforceable pursuant to 46 U.S.C. § 30509. Despite knowing, since 2011, that the subject personal injury waivers are void and unenforceable, Defendant still requires its passenger participants to sign the same subject personal injury waiver. This is a blatant attempt by Defendant to deter passengers who are not familiar with maritime law from filing a lawsuit or contacting an attorney due to injuries sustained while participating in a

shipboard FlowRider. The average passenger participant believes that they have no claim due to the personal injury waiver presented by Defendant.

Subject Incident

18. On or about February 3, 2025, Plaintiff was on the FlowRider aboard the vessel.

19. While on the FlowRider, Plaintiff violently fell, headfirst, and thereby fractured his neck and sustained other injuries and medical complications. For example, Plaintiff suffered multiple strokes as a result of his broken neck and suffers from left side weakness.

20. The dangerous conditions which caused and/or contributed to Plaintiff's incident include but are not limited to:

- a. Defendant failed to provide Plaintiff with reasonable instruction(s) and/or supervision as to his use of the FlowRider. For example, Defendant failed to reasonably instruct or warn Plaintiff: what to do in the event the FlowRider caused him to lose balance; what to do in the event the FlowRider spun him around in a 180-degree or 360-degree fashion; and/or how to safely fall or dismount the FlowRider in the event the device spun him in an unsafe manner.²
- b. Defendant failed to provide Plaintiff with reasonable instruction(s), guidance and/or supervision as to his use of the FlowRider. For example, Defendant failed to reasonably instruct Plaintiff as to the dangers of riding the FlowRider at the front of the attraction, as the front of the attraction is the exact location of the jets which propel water up the ride's sloped surface; the thin sheet of water is traveling at its fastest at this location on the ride and therefore carries the most potential for danger and injury.
- c. Failure to safely maintain the subject FlowRider, as at the time of Plaintiff's incident, he felt an uneven water power distribution that caused him to lose balance.
- d. Failure to provide a reasonably safe FlowRider that would not cause Plaintiff catastrophic injuries. For example, Defendant operated the FlowRider with unreasonably safe and/or excessive water speeds or pressure settings given Plaintiff's and/or other novice user's skill level.

² FlowRider's manufacturer issued a manual that states "If you are 'flowboarding' (stand-up riding), the basic technique is to keep nearly all your weight on the back foot, perform your turns off the back foot, and use your front foot for stabilizing the board". Royal Caribbean did not give Plaintiff this safety instruction. Had it done so, Plaintiff would not have been injured.

- e. Failure to provide Plaintiff with adequate initial safety training and/or testing to ensure his baseline competency so as to reasonably prevent injury.
- f. Failure to reasonably warn Plaintiff that the FlowRider on the vessel could cause Plaintiff catastrophic injuries.

Defendant's Notice

21. At all times material hereto, Defendant knew or should have known that it was highly probable for passengers to be injured while participating in the FlowRider aboard its vessels, including the subject vessel, considering prior incidents occurring on Defendant's vessels. For example:

- a. On August 9, 2024, passenger, Kristina Fann, was participating in the FlowRider aboard the *Oasis of the Seas* when she fell and became injured due to allegations of strong water flow, unsafe modification to the FlowRider and inadequate instruction/supervision. *See Fann v. Royal Caribbean*, Case No. 25-cv-22492 (S.D. Fla. 2025).
- b. On June 23, 2024, passenger, Kaylian Thomas, was participating in the FlowRider aboard the *Mariner of the Seas* when she fell and became injured due to allegations of strong water flow, unsafe modification to the FlowRider and inadequate instruction/supervision. *See Thomas v. Royal Caribbean*, Case No. 25-cv-22522 (S.D. Fla. 2025).
- c. On March 21, 2024, passenger, Jonathan Pope, was participating in the FlowRider aboard the *Harmony of the Seas* when he fell and became injured due to allegations of strong water flow, unsafe modification to the FlowRider and inadequate instruction/supervision. *See Pope v. Royal Caribbean*, Case No. 25-cv-20950 (S.D. Fla. 2025).
- d. On December 5, 2023, passenger, Beckey Dasis, was participating in the FlowRider aboard the *Navigator of the Seas* when she fell and became injured due to allegations of strong water flow, unsafe modification to the FlowRider and inadequate instruction/supervision. *See Dasis v. Royal Caribbean*, 24-cv-24511-KMW (S.D. Fla. 2024).
- e. On May 16, 2023, passenger, Dana Adam Navarro, was participating in the FlowRider aboard the *Wonder of the Seas* when she fell due to allegations of malfunction causing intermittent flow instability as well as the unsafe modification of the FlowRider. *See Navarro v. Royal Caribbean*, Case No. 24-cv-22289-RAR (S.D. Fla. 2024).

- f. On August 26, 2022, passenger, Jeffrey Zisko, was participating in the FlowRider aboard the *Navigator of the Seas* when he fell due to allegations of malfunction causing intermittent flow instability as well as the unsafe modification of the FlowRider. *See Zisko v. Royal Caribbean*, Case No. 23-cv-23033-KMM (S.D. Fla. 2023).
- g. On August 8, 2022, passenger, Carl Schuenemann, was participating in the FlowRider aboard the *Adventure of the Seas* when he fell due to allegations of malfunction causing intermittent flow instability as well as the unsafe modification of the FlowRider. *See Schuenemann v. Royal Caribbean*, Case No. 23-cv-22818-WPD (S.D. Fla. 2023).
- h. On January 8, 2020, passenger, Oren Alkabetz, was participating in the FlowRider aboard the *Symphony of the Seas* when he fell due to allegations of malfunction causing intermittent flow instability as well as the unsafe modification of the FlowRider. *See Alkabetz v. Royal Caribbean*, Case No. 21-cv-20895-RNS (S.D. Fla. 2021).
- i. On November 9, 2019, passenger, Rommel Baldoza, was participating in the FlowRider aboard the *Symphony of the Seas* when he fell and became injured as a result of Defendant's failure to provide reasonably safe FlowRider instructions and/or guidance, in addition to Defendant's failure to instruct plaintiff that riding the attraction at its front, near the jets, was more likely to cause injury. *See Baldoza v. Royal Caribbean*, Case No. 20-cv-22761 (S.D. Fla. 2020).
- j. Royal Caribbean's website warns of the following concerning the FlowRider attraction onboard its vessels: "CAUTION Riding on the Flowrider® is an extreme sport and high-risk recreational activity. Sheet wave surfing on the Flowrider may result in physical or mental injury, including but not limited to serious injury to the head, neck, back, hips, arms, and legs, as well as the possibility of illness, disease, paralysis or death". <https://www.royalcaribbean.com/cruise-activities/flowrider> (last accessed Feb. 5, 2026).

22. The Plaintiff is presently unable identify all of the prior similar incidents which have occurred providing notice to the Defendant, because Defendant regularly resolves cases and requires confidentiality as part of settlements in order to shield the facts and circumstances of prior incidents from publicly available sources. Accordingly, Defendant is orchestrating and is actively involved in concealment of prior incidents which may be substantially similar to the present incident, which may only be determined through discovery in litigation.

COUNT I – NEGLIGENT INSTRUCTION AND/OR ASSISTANCE

The Plaintiff re-alleges, adopts and incorporates by reference the allegations in paragraphs one (1) through twenty-two (22) as though alleged originally herein.

23. At all times material hereto, it was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances.

24. At all times material hereto, Defendant had a duty to provide reasonable instructions and/or assistance to passengers using the FlowRider, including Plaintiff. Alternatively, by stationing employee(s)/crewmember(s) at the FlowRider who were instructing and/or assisting passengers (including the Plaintiff), Defendant undertook and/or assumed the duty to exercise reasonable care in providing such instructions and/or assistance.

25. On or about February 3, 2025, Defendant and/or its agents, servants and/or employees breached its duty to the Plaintiff through the following acts and/or omissions:

- a. Failing to properly, safely and adequately instruct, supervise and/or assist passengers (including the Plaintiff) participating in the attraction on its proper use;
- b. Failing to reasonably instruct or warn Plaintiff what to do in the event the FlowRider caused him to lose balance; what to do in the event the FlowRider spun him around in a 180-degree or 360-degree fashion; and/or how to safely fall or dismount the FlowRider in the event the device spun him in an unsafe manner;
- c. Failing to reasonably instruct Plaintiff as to the dangers of riding the FlowRider at the front of the attraction, as the front of the attraction is the exact location of the jets which propel water up the ride's sloped surface; the thin sheet of water is traveling at its fastest at this location on the ride and therefore carries the most potential for danger and injury;
- d. Failure to provide Plaintiff with adequate initial safety training and/or testing to ensure his baseline competency so as to reasonably prevent injury;
- e. Failing to promulgate and/or enforce adequate rules or procedures to ensure that instructors are adequately supervising the attraction and properly instructing passengers in its use;

- f. Failing to promulgate and/or enforce adequate rules or procedures to ensure that an adequate number of instructors are supervising the attraction and properly instructing passengers in its use.

26. The above acts and/or omissions caused and/or contributed to the Plaintiff being severely injured while using the FlowRider because Plaintiff's incident would not have occurred but for such acts and/or omissions.

27. At all times material hereto, Defendant knew of the foregoing conditions causing Plaintiff's incident and did not correct them. Alternatively, the foregoing conditions existed for a sufficient length of time so that Defendant, in the exercise of reasonable care under the circumstances, should have learned of them and corrected them.

28. As a direct and proximate result of the negligence of Defendant, the Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages and the Plaintiff's working ability has been impaired. The injuries are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, the Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs.

WHEREFORE, the Plaintiff demands judgment for all damages recoverable under the law against Defendant.

COUNT II – NEGLIGENT FAILURE TO WARN

The Plaintiff re-alleges, adopts and incorporates by reference the allegations in paragraphs one (1) through twenty-two (22) as though alleged originally herein.

29. At all times material hereto, it was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances.

30. At all times material hereto, it was the duty of Defendant to warn passengers (like Plaintiff) of dangers that were known, or reasonably should have been known, to Defendant in places where passengers (like Plaintiff) are invited to or may reasonably be expected to visit.

31. On or about February 3, 2025, the Plaintiff was using the FlowRider aboard the vessel, which is a place that Plaintiff was invited to by Defendant and a place Defendant reasonably expected Plaintiff to be in during the cruise.

32. On or about February 3, 2025, Defendant and/or its agents, servants and/or employees breached its duty to warn the Plaintiff through the following acts and/or omissions:

- a. Failing to reasonably warn passengers (including the Plaintiff) of the risks and dangers involved with participating in the FlowRider attraction;
- b. Failing to reasonably warn passengers (including the Plaintiff) of the risks and dangers involved with the modification of the FlowRider.

33. The above acts and/or omissions caused and/or contributed to the Plaintiff being severely injured because Plaintiff would not have used the FlowRider had Defendant and/or its agents, servants and/or employees adequately warned and/or communicated the foregoing to the Plaintiff.

34. At all times material hereto, Defendant knew of the foregoing conditions causing Plaintiff's incident and did not correct or warn about them. Alternatively, the foregoing conditions existed for a sufficient length of time so that Defendant, in the exercise of reasonable care under the circumstances, should have learned of them and corrected them.

35. As a direct and proximate result of the negligence of Defendant, the Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages and the Plaintiff's working ability has been impaired. The injuries are

permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, the Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs.

WHEREFORE, the Plaintiff demands judgment for all damages recoverable under the law against Defendant.

COUNT III – NEGLIGENT FAILURE TO MAINTAIN

The Plaintiff re-alleges, adopts and incorporates by reference the allegations in paragraphs one (1) through twenty-two (22) as though alleged originally herein.

36. At all times material hereto, it was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances.

37. At all times material hereto, it was the duty of Defendant to maintain the FlowRider in a reasonably safe condition.

38. On or about February 3, 2025, Defendant and/or its agents, servants and/or employees breached its duty to the Plaintiff through the following acts and/or omissions:

- a. Failing to properly maintain the FlowRider;
- b. Failing to properly maintain and/or operate the FlowRider so that the water pressure would be consistent and/or not irregular; and/or
- c. Operating the FlowRider with unreasonably safe and/or excessive water speeds or pressure settings, given Plaintiff's and/or other novice user's skill level.

39. The above acts and/or omissions caused and/or contributed to the Plaintiff being severely injured because Plaintiff's incident would not have occurred but for Defendant's failure to adequately inspect and/or maintain the FlowRider.

40. At all times material hereto, Defendant knew of the foregoing conditions causing Plaintiff's incident and did not correct them. Alternatively, the foregoing conditions existed for a sufficient length of time so that Defendant, in the exercise of reasonable care under the circumstances, should have learned of them and corrected them.

41. As a direct and proximate result of the negligence of Defendant, the Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages and the Plaintiff's working ability has been impaired. The injuries are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, the Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs.

WHEREFORE, the Plaintiff demands judgment for all damages recoverable under the law against Defendant.

COUNT IV – GENERAL NEGLIGENCE

The Plaintiff re-alleges, adopts and incorporates by reference the allegations in paragraphs one (1) through twenty-two (22) as though alleged originally herein.

42. At all times material hereto, it was the duty of Defendant to provide Plaintiff with reasonable care under the circumstances.

43. On or about February 3, 2025, Defendant and/or its agents, servants and/or employees breached its duty to the Plaintiff through the following acts and/or omissions:

- a. Failing to prevent improper and dangerous use of FlowRider;
- b. Failure to provide Plaintiff with adequate initial safety training and/or testing to ensure his baseline competency so as to reasonably prevent injury;
- c. Failing to promulgate and/or enforce adequate rules or procedures to ensure the safety of passengers using the attraction;
- d. Installing an attraction on Defendant's vessel that was inherently and unreasonably dangerous for passengers to use;
- e. Modifying the FlowRider, on Defendant's vessel in such a way that the already dangerous attraction was made even more dangerous;

- f. Failing to recognize the inherent risks involved with putting passengers on a ride that shoots water at them at a high velocity and propels them towards a wall; and/or
- g. Failing to take and engage proper and reasonable precautions and safeguards for the safety of passengers when encouraging passengers to participate in the attraction.

44. The above acts and/or omissions caused and/or contributed to the Plaintiff being severely injured while using the FlowRider because Plaintiff's incident would not have occurred but for such acts and/or omissions.

45. At all times material hereto, Defendant knew of the foregoing conditions causing Plaintiff's incident and did not correct them. Alternatively, the foregoing conditions existed for a sufficient length of time so that Defendant, in the exercise of reasonable care under the circumstances, should have learned of them and corrected them.

46. As a direct and proximate result of the negligence of Defendant, the Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages and the Plaintiff's working ability has been impaired. The injuries are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, the Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs.

WHEREFORE, the Plaintiff demands judgment for all damages recoverable under the law against Defendant.

FACTUAL ALLEGATIONS COMMON TO MEDICAL CLAIMS

47. After Plaintiff's FlowRider incident aboard the vessel, he immediately went to the vessel's medical center with his complaints of neck pain. Defendant's shipboard doctor ordered x-rays of Plaintiff's injured neck, and despite the x-ray imaging, advised Plaintiff that he did not suffer any neck bone fractures, and further advised him that he did not need to wear a cervical collar. Upon information and belief, Defendants' shoreside medical doctor(s) also reviewed Plaintiff's post-incident neck x-rays. However, Royal Caribbean's doctor(s) misdiagnosed Plaintiff's neck injury, as he did in fact suffer neck bone fracture injuries as a direct result of the FlowRider incident. As a direct result of Royal Caribbean's doctor(s) misdiagnoses and improper advice to not wear a neck collar, Plaintiff's neck injury became worse than it otherwise would have been, as Plaintiff did not receive prompt and proper treatment, after his initial neck injury; and Plaintiff thereby suffered further injury as a result.

48. At all times material hereto, Royal Caribbean created, owned, managed, maintained and/or operated the medical facility aboard the vessel.

49. At all times material hereto, Royal Caribbean owned, operated, controlled, managed, and/or maintained the medical equipment in the medical facility aboard the vessel.

50. At all times material hereto, Royal Caribbean maintained, controlled, ordered and/or supplied the medicine and/or medical equipment, including diagnostic equipment, like an x-ray machine, for the medical facility aboard the vessel.

51. At all times material hereto, Royal Caribbean staffed the medical facility aboard the vessel with a doctor(s) and/or a nurse(s). At all times material, the doctor(s) and nurse(s) aboard the vessel were full-time employees of Royal Caribbean, subject to Royal Caribbean's control, as Royal

Caribbean controlled the day-to-day activities of the shipboard doctor(s) and nurse(s) aboard the vessel (hereinafter collectively referred to as the “Medical Personnel”).

52. At all times material hereto, Royal Caribbean had control and/or the right to control any and all members of the Medical Personnel working in Royal Caribbean’s medical facility aboard the vessel, including the medical doctors, nurses and other medical personnel.

53. At all material times, Royal Caribbean hired, retained, and/or had the right and ability to fire members of the Medical Personnel it carried aboard the vessel.

54. At all times material hereto, the members of Royal Caribbean’s Medical Personnel were in the regular, full-time employment of the vessel, as salaried members of the crew, subject to the vessel’s discipline and the master’s orders, and also under the control of Royal Caribbean’s shoreside medical department located in Miami, Florida, through modern means of communication such as “Face-to-Face Telemedicine.”

55. At all times material hereto, the Medical Personnel were employees, actual agents, apparent agents, and/or joint venturers of Royal Caribbean, and at all times material hereto, acted within the course and scope of their employment, agency, and/or joint venture relationship.

56. At all material times, Royal Caribbean was responsible for, and liable for, the actions of the Medical Personnel with respect to treatment, or lack of treatment, of Plaintiff, based on theories of *respondeat superior*, apparent agency and/or joint venture.

57. At no time did Royal Caribbean represent to Plaintiff in particular, or to the vessel’s passengers in general, in a meaningful way, that the Medical Personnel were not agents or employees of Royal Caribbean, and/or that they were independent contractors.

58. Royal Caribbean, as the owner and operator of the *Adventure of the Seas* – a cruise vessel carrying more than carrying 250 passengers, with overnight berths, embarking/disembarking in

the U.S. – must comply with 46 U.S.C. § 3509. *See* Cruise Vessel Security and Safety Act of 2010, “CVSSA”, 46 U.S.C. § 3507.

59. 46 U.S.C. § 3509, as part of the CVSSA, provides:

The owner of a vessel to which section 3507 [46 USCS § 3507] applies shall ensure that—

- (1) **a physician is always present and available to treat any passengers who may be on board the vessel in the event of an emergency situation;**
- (2) the vessel is in compliance with the Health Care Guidelines for Cruise Ship Medical Facilities established by the American College of Emergency Physicians; and
- (3) the initial safety briefing given to the passengers on board the vessel includes—
 - (A) the location of the vessel’s medical facilities; and
 - (B) the appropriate steps passengers should follow during a medical emergency.

46 U.S.C. § 3509 (emphasis added).

60. Further, Royal Caribbean advertises on their website that: “Our doctors also have access to online informational resources and 24-hour support from shoreside medical professionals for additional assistance. Royal Caribbean Group also requires all doctors and nurses to maintain Advanced Cardiac Life Support (ACLS) training. In responding to medical emergencies, our goal is to first stabilize emergency patients and, when necessary, evacuate the patient to an appropriately equipped and staffed shoreside medical facility.” (underline emphasis added). An excerpt of Royal Caribbean’s website which supports the above text, which was in effect at the time of Plaintiff’s incident, is excerpted below:

What licensed medical staff/doctor and services are available onboard a Royal Caribbean cruise ship?

Every Royal Caribbean ship offers limited professional medical services through licensed (international or domestic) physicians and nurses. All Royal Caribbean Group ships have shipboard medical facilities that are built, staffed, stocked, and equipped to meet or exceed guidelines established by the American College of Emergency Physicians Cruise Ship & Maritime Medicine Section.

Depending on the size of the ship and number of passengers and crew members, each RCG ship has two to three licensed doctors and three to five licensed nurses available to passengers and crew members 24/7. Our doctors do not have NPI numbers, as that is a US-based requirement, instead they use tax IDs.

Our medical facilities are stocked with a variety of equipment including cardiac monitors, automated external defibrillators, ventilators, x-ray machines and processors, laboratory equipment, a formulary of acute care medications, and a variety of minor surgical and orthopedic supplies. Our doctors also have access to online informational resources and 24-hour support from shoreside medical professionals for additional assistance. Royal Caribbean Group also requires all doctors and nurses to maintain Advanced Cardiac Life Support (ACLS) training. In responding to medical emergencies, our goal is to first stabilize emergency patients and, when necessary, evacuate the patient to an appropriately equipped and staffed shoreside medical facility. If you have been treated onboard, and need to request your medical records, please fill out the [request form](#).

<https://www.royalcaribbean.com/faq/questions/medical-services-onboard-regulations> (last accessed February 5, 2026).

61. Royal Caribbean owed Plaintiff a duty of care to provide reasonably competent medical services under theories of liability that include, but are not limited to:

- a. **As a cruise ship operator and common carrier vis-à-vis Plaintiff, who held the status of a lawful passenger aboard the vessel, Royal Caribbean owed Plaintiff a common law duty to exercise reasonable care under the circumstances.** *Kermarec v. Compagnie*, 358 U.S. 625, 632, 79 S. Ct. 406, 410 (1959) (“We hold that the owner of a ship in navigable waters owes to all who are on board for purposes not inimical to his legitimate interests the duty of exercising reasonable care under the circumstances of each case”); *Kantrow v. Celebrity Cruises, Inc.*, 510 F. Supp. 3d 1311, 1323 (S.D. Fla. 2020) (“Defendant does not argue—and cannot seriously contend—that it does not owe its passengers a duty of reasonable care during the boarding process”); *Lipkin v. Norwegian Cruise Line Ltd.*, 93 F. Supp. 3d 1311, 1320 (S.D. Fla. 2015) (observing that “cruise ship operators are common carriers with a ‘continuing obligation of care for their passengers’”).
- b. **46 U.S.C. § 3509, which requires that “a physician is always present and available to treat any passengers who may be on board the vessel in the event of an emergency situation”.**
- c. **Royal Caribbean undertook a duty of care:³**

³ See e.g. *Christie v. Royal Caribbean Cruises, Ltd.*, 497 F. Supp. 3d 1227, 1232-33 (S.D. Fla. 2020) (“Florida courts have articulated a doctrine, known as the undertaker’s doctrine, which states generally that ‘whenever one undertakes to provide a service to others, whether one does so gratuitously or by contract, the individual who undertakes to provide the service thereby assumes a duty to act carefully and to not put others at undue risk of harm.’”) (citing *Weinberg v. Advanced Data Processing, Inc.*, 147 F. Supp. 3d 1359, 1365 (S.D. Fla. 2015) (Bloom, J.) (citing *Clay Elec. Coop., Inc. v. Johnson*, 873 So. 2d 1182, 1185 (Fla.

- i. Based on the fact that Royal Caribbean shipboard and/or shoreside medical doctor(s) ordered and reviewed x-ray imaging of Plaintiff's injured neck; and
- ii. Given its representation that "In responding to medical emergencies, our goal is to first stabilize emergency patients and, when necessary, evacuate the patient to an appropriately equipped and staffed shoreside medical facility". <https://www.royalcaribbean.com/faq/questions/medical-services-onboard-regulations> (emphasis added).

62. Prior to Plaintiff's incident, Royal Caribbean knew or should have known that its failure to provide cruise passengers with reasonably competent emergency medical care would cause the passengers injury and/or aggravation of the passenger's condition(s). *See e.g. Schuman v. Royal Caribbean Cruises Ltd.*, Case No. 23-cv-24404 (S.D. Fla. 2023); *Lejano v. Royal Caribbean Cruises Ltd.*, Case No. 24-cv-20772 (S.D. Fla. 2024); *Murphy v. Royal Caribbean Corp.*, Case No. 19-cv-21450 (S.D. Fla. 2019); *Gharfeh v. Royal Caribbean Corp.*, 309 F. Supp. 3d 1317 (S.D. Fla. 2018); *Rinker v. Royal Caribbean Corp.*, Case No. 09-cv-23154 (S.D. Fla. 2010).

COUNT V – GENERAL MEDICAL NEGLIGENCE

Plaintiff realleges, adopts, and incorporates by reference the allegations in paragraphs one (1) through ten (10) and forty-seven (47) through sixty-two (62), as though alleged originally herein, and further alleges:

63. At all times material, Royal Caribbean owed Plaintiff a duty to exercise reasonable care under the circumstances.

64. On or about February 3, 2025, Royal Caribbean breached its duty to exercise reasonable care under the circumstances by:

2003)). Indeed, this doctrine is recognized as an 'entrenched aspect of Florida tort law.' *Wallace v. Dean*, 3 So. 3d 1035, 1051 (Fla. 2009)").

- a. Failing to reasonably evaluate Plaintiff's neck injury;
- b. Misdiagnosing Plaintiff's neck injury;
- c. Failing to properly interpret x-ray imaging;
- d. Failing to carry, utilize and/or reasonably maintain proper x-ray diagnostic machines on the vessel;
- e. Giving Plaintiff negligent medical advice, such as him not needing to wear a cervical collar to stabilize his neck fracture;
- f. Failing to reasonably assist Plaintiff obtain emergency evacuation to proper medical specialist.

65. As a direct and proximate result of the negligence of Defendant, the Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages and the Plaintiff's working ability has been impaired. The injuries are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, the Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs.

WHEREFORE, the Plaintiff demands judgment for all damages recoverable under the law against Defendant.

COUNT VI – MEDICAL NEGLIGENCE FAILURE TO WARN

Plaintiff realleges, adopts, and incorporates by reference the allegations in paragraphs one (1) through ten (10) and forty-seven (47) through sixty-two (62), as though alleged originally herein, and further alleges:

66. At all times material, Royal Caribbean owed Plaintiff a duty to exercise reasonable care under the circumstances.

67. Further, and as part of the above mentioned duty, at all times material Royal Caribbean

owed Plaintiff a duty to warn of dangers that were known, or reasonably should have been known, to Royal Caribbean, in places where passengers like Plaintiff and the Decedent were invited or were reasonably be expected to visit, including, but not limited to, in the ship's medical facility and/or as it pertains to the medical services Royal Caribbean offered and/or provided to passengers.

68. On or about February 3, 2025, Royal Caribbean breached its duty to exercise reasonable care under the circumstances, including the duty to warn, and Plaintiff was thereby injured due to the fault and negligence of Royal Caribbean as follows:

- a. Failure to reasonably warn passengers, including Plaintiff, that Royal Caribbean would not reasonably evaluate Plaintiff's if he were injured during the cruise; and/or
- b. Failure to reasonably warn passengers, including Plaintiff, that Royal Caribbean's doctors are unable to properly diagnose a neck fracture injury with the x-ray diagnostic machines they carry on their vessels.

69. As a direct and proximate result of the negligence of Defendant, the Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages and the Plaintiff's working ability has been impaired. The injuries are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, the Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs.

WHEREFORE, the Plaintiff demands judgment for all damages recoverable under the law against Defendant.

COUNT VII – NEGLIGENCE AGAINST ROYAL CARIBBEAN FOR THE NEGLIGENT CONDUCT OF ITS SHIPBOARD AND SHORESIDE PERSONNEL BASED ON A THEORY OF VICARIOUS LIABILITY UNDER *RESPONDEAT SUPERIOR*

Plaintiff realleges, adopts, and incorporates by reference the allegations in paragraphs one (1) through ten (10) and forty-seven (47) through sixty-two (62), as though alleged originally herein, and further alleges:

70. At all times material hereto, the Medical Personnel were the ship’s doctors and nurses aboard the vessel.

71. At all times material hereto, the Medical Personnel were agents, servants and/or employees of Royal Caribbean.

72. At all times material hereto, the Medical Personnel and Royal Caribbean’s shoreside medical doctors were acting within the scope of their employment and/or agency with Royal Caribbean.

73. At all times material hereto, Royal Caribbean acknowledged that the Medical Personnel would act on Royal Caribbean’s behalf, and the Medical Personnel accepted the undertaking, based on the following:

- a. The Medical Personnel worked in the medical facility, which was created, owned and/or operated by Royal Caribbean.
- b. Royal Caribbean’s logo and insignias were displayed in various places throughout the medical facility.
- c. Royal Caribbean’s website publicly described the medical facility in proprietary language, including, but not limited to, “our medical facilities...”
- d. Royal Caribbean billed and collected payments directly from passengers for the medical services provided by the Medical Personnel, and Royal Caribbean did so through passengers’ onboard accounts with Royal Caribbean.
- e. The Medical Personnel were employed full-time by Royal Caribbean.
- f. The Medical Personnel were paid a salary by Royal Caribbean.

- g. The Medical Personnel wore uniforms and/or nametags, which were provided by Royal Caribbean and had Royal Caribbean's name and logo.
- h. The Medical Personnel referred to themselves as crewmembers, and Royal Caribbean referred to the Ship's Doctors and Ship's Nurses as ship's officers.
- i. The Medical Personnel were under the commands of the ship's officers and followed all of the master's rules and regulations.
- j. The Medical Personnel spoke to Plaintiff as though they had authority by Royal Caribbean to make decisions as to Plaintiff's medical incident and needs on Royal Caribbean's behalf.

74. At all times material hereto, the Medical Personnel were subject to the control and/or right to control by Royal Caribbean, based on the allegations set forth in the preceding paragraph, along with the following:

- a. The Medical Personnel were employed full-time by Royal Caribbean, paid a salary by Royal Caribbean, and worked in the medical facility aboard the vessel which at all times material was created, owned maintained and/or operated by Royal Caribbean.
- b. Royal Caribbean stocked and equipped the medical facility, and as such, the equipment (including diagnostic) and medications necessary for the Medical Personnel to perform their work was furnished by Royal Caribbean.
- c. The Medical Personnel were subject to Royal Caribbean's training requirements and were under the commands of Royal Caribbean's ship's officers and the master's rules and regulations.
- d. Royal Caribbean maintained control over the day-to-day operations and/or duties of the Medical Personnel.
- e. Royal Caribbean had the right to fire the Medical Personnel.

75. At all times material hereto, Royal Caribbean had a duty to provide Plaintiff with reasonable care under the circumstances.

76. At all times material hereto, Royal Caribbean in addition to its shipboard and shoreside medical doctors, owed a duty to exercise reasonable care under the circumstances vis-à-vis Plaintiff.

77. At all times material hereto, Royal Caribbean, through the acts/omissions of its shipboard and shoreside medical doctors, breached their duty to exercise reasonable care under the circumstances to Plaintiff through the following acts and/or omissions:

- a. Failing to reasonably evaluate Plaintiff's neck injury;
- b. Misdiagnosing Plaintiff's neck injury;
- c. Failing to properly interpret x-ray imaging;
- d. Failing to carry, utilize and/or reasonably maintain proper x-ray diagnostic machines on the vessel;
- e. Giving Plaintiff negligent medical advice, such as him not needing to wear a cervical collar to stabilize his neck fracture;
- f. Failing to reasonably assist Plaintiff obtain emergency evacuation to proper medical specialist; and/or
- g. Breaching the prevailing professional standard of care for health care providers (i.e., the level of care, skill and treatment that, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by a reasonably prudent similar health care provider).

78. As a direct and proximate result of the negligence of Defendant, the Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages and the Plaintiff's working ability has been impaired. The injuries are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, the Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs.

WHEREFORE, the Plaintiff demands judgment for all damages recoverable under the law against Defendant.

COUNT VIII – MEDICAL NEGLIGENCE AGAINST ROYAL CARIBBEAN FOR THE ACTS OF THE MEDICAL PERSONNEL BASED ON A THEORY OF VICARIOUS LIABILITY UNDER APPARENT AGENCY

Plaintiff realleges, adopts, and incorporates by reference the allegations in paragraphs one (1) through ten (10) and forty-seven (47) through sixty-two (62), as though alleged originally herein, and further alleges:

79. At all times material hereto, the Medical Personnel were the ship’s doctors and nurses aboard the vessel.

80. At all times material hereto, Royal Caribbean and the Medical Personnel represented to passengers aboard the vessel, including Plaintiff, that the Medical Personnel were Royal Caribbean’s agents and/or employees, as follows:

- a. The Medical Personnel worked in the medical facility, which was created, owned and/or operated by Royal Caribbean.
- b. Royal Caribbean’s logo and insignias were displayed in various places throughout the medical facility.
- c. Royal Caribbean’s website publicly described the medical facility in proprietary language, including, but not limited to, “our medical centers...”
- d. Royal Caribbean billed and collected payments directly from passengers for the medical services provided by the Medical Personnel, and Royal Caribbean did so through passengers’ onboard accounts with Royal Caribbean.
- e. The Medical Personnel were employed full-time by Royal Caribbean.
- f. The Medical Personnel were paid a salary by Royal Caribbean.
- g. The Medical Personnel wore uniforms and/or nametags, which were provided by Royal Caribbean and had Royal Caribbean’s name and logo.
- h. The Medical Personnel referred to themselves as crewmembers, and Royal Caribbean referred to the Ship’s Doctors and Ship’s Nurses as ship’s officers.
- i. The Medical Personnel were under the commands of the ship’s officers and followed all of the master’s rules and regulations.

- j. The Medical Personnel spoke to Plaintiff as though they had authority by Royal Caribbean to make decisions as to Plaintiff's medical incident and needs on Royal Caribbean's behalf.

81. At all times material hereto, Plaintiff reasonably relied on the above, to her detriment, so as to believe that the Medical Personnel were the agents and/or employees of Royal Caribbean in choosing to cruise aboard the vessel and seek medical attention from Royal Caribbean.

82. At all times material hereto, it was reasonable for Plaintiff to believe that the Medical Personnel were authorized to render medical services for Royal Caribbean's benefit because Royal Caribbean billed passengers directly for the onboard medical services, Royal Caribbean's logo and insignias were displayed in various places throughout the medical facility, and/or Royal Caribbean's name and logo were on the Medical Personnel's uniforms and/or nametags. It was also reasonable because Royal Caribbean marketed the shipboard medical facility and/or the Medical Personnel in a manner so as to induce passengers, like Plaintiff, to buy cruises aboard Royal Caribbean's vessels and utilize its medical facility.

83. At all times material hereto, Plaintiff's reasonable reliance was detrimental because, had she known that the Medical Personnel were not Royal Caribbean's agents and/or employees, she would not have decided to cruise with Royal Caribbean nor sought treatment from the Medical Personnel, which ultimately delayed Plaintiff's medical treatment needs.

84. At all times material hereto, Royal Caribbean had a duty to exercise reasonable care under the circumstances vis-à-vis, including through the conduct of its apparent agents.

85. At all times material hereto, Royal Caribbean breached its duty to exercise reasonable care under the circumstances through the following acts and/or omissions of its shipboard and shoreside medical doctors:

- a. Failing to reasonably evaluate Plaintiff's neck injury;

- b. Misdiagnosing Plaintiff's neck injury;
- c. Failing to properly interpret x-ray imaging;
- d. Failing to carry, utilize and/or reasonably maintain proper x-ray diagnostic machines on the vessel;
- e. Giving Plaintiff negligent medical advice, such as him not needing to wear a cervical collar to stabilize his neck fracture;
- f. Failing to reasonably assist Plaintiff obtain emergency evacuation to proper medical specialist; and/or
- g. Breaching the prevailing professional standard of care for health care providers (i.e., the level of care, skill and treatment that, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by a reasonably prudent similar health care provider).

86. As a direct and proximate result of the negligence of Defendant, the Plaintiff was injured about Plaintiff's body and extremities, suffered physical pain, mental anguish, loss of enjoyment of life, disability, disfigurement, aggravation of any previously existing conditions therefrom, incurred medical expenses in the care and treatment of Plaintiff's injuries, suffered physical handicap, lost wages and the Plaintiff's working ability has been impaired. The injuries are permanent or continuing in nature, and Plaintiff will suffer the losses and impairments in the future. In addition, the Plaintiff lost the benefit of Plaintiff's vacation, cruise, and transportation costs.

WHEREFORE, the Plaintiff demands judgment for all damages recoverable under the law against Defendant.

Dated: February 9, 2026

Respectfully submitted,

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