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FAQ: You Cruise, You Might Lose

Millions of Americans will book a cruise this year. According to Cruise Lines International Association (CLIA), “more than 11 million cruise passengers worldwide embarked from U.S. ports in 2014, setting a new high and marking the largest increase (11 percent) in ten years.”¹

While no one wants to think about it, occasionally things can go very wrong on a cruise. There have been a number of recent ship disasters like the 2012 Costa Concordia accident which crashed off the Italian coast killing 32 people, and the 2013 Carnival Triumph fire which left “4,200 passengers adrift for days in the Gulf of Mexico with little to eat and raw sewage seeping through the ship’s walls and carpets.”² But the vast number of cruise tragedies do not make the news. Only when something terrible happens do most people think about their legal options and learn about the cruise industry’s vast legal protections. Indeed, the cruise industry has more immunity from wrongdoing than virtually any other industry in America, and certainly more than other industries that transport people, on whom we rely for our safety. As the *New York Times* recently put it, “Few places on Earth are as free from legal oversight as the high seas.”³ This FAQ explains some of the reasons why.

What kinds of injuries might occur on a cruise?

The kinds of injuries or deaths that might occur on cruises, caused by a ship’s negligence or recklessness, run the gamut. Well-known, real life examples include slips and falls due to dangerous conditions,⁴ ship pool drownings, medical malpractice by ship medical staff, and rapes and sexual assaults, which are covered later in more detail.

Sanitation-related disease outbreaks like the Norovirus or Legionnaires’ Disease, as well as food poisoning, are serious problems. *The Today Show’s Rossen Report* recently covered “gastrointestinal illness outbreaks” on cruises, noting that in 2014, “1,766 passengers and crew members” reported such illnesses “aboard a total of nine cruise ships, according to statistics from the Vessel Sanitation Program of the Centers for Disease Control and Prevention (CDC).”⁵ And in April and May 2015 there was a Norovirus outbreak on the Star Princess as it sailed between Hawaii and San Francisco. The virus caused severe vomiting and diarrhea in “135 people out of 2,588 passengers and 16 out of 1,093 crew members.”⁶

In addition, cruise passengers sometimes disappear from cruise ships. Merrian Carver is among the missing, having disappeared in August 2004 during a Celebrity Cruises 7-day Alaskan voyage.⁷ The cruise line never notified her family and donated her belongings to charity. As

Kendall Carver, Merrian's father and President of International Cruise Victims Association, told a U.S. Senate subcommittee, "The cruise line failed to report that Merrian was missing to the FBI until five weeks after she went missing and only after we contacted the cruise line" and "disposed of her property by giving most of it away to charity despite their protocol, which calls for property left on a ship to be held for 90 days." Moreover, it took an investigation by Merrian's family to learn that the cabin steward had "reported her missing from her cabin for five days during the cruise and was told by his supervisor to 'forget it and just do your job.'"⁸

A review of litigation brought against cruise companies reveals the range of additional things that can go wrong. One case was brought by a "passenger in a wheelchair who was injured when a crew member suddenly let go of the wheelchair causing it to accelerate down a ramp into a cement landing."⁹ Carnival faced a class action lawsuit because its hot tubs were "infested with flesh-eating bacteria."¹⁰ Another case was filed by a passenger who was "struck in the head by a bunk bed on board a Carnival cruise ship."¹¹ Others cases have involved passengers falling into negligently-opened hatches.¹²

In 2015, a jury found a cruise line negligent after an automatic sliding glass door malfunctioned, closing on a man, "striking him in the face and the side of the head" and causing a brain injury that left him with memory loss, vertigo and seizures.¹³ The jury awarded \$21.5 million, including \$16.5 in punitive damages after hearing evidence that "the company 'suppressed' documentation for as many as 34 other sliding-door incidents throughout its fleet going back three years, including two incidents where passengers broke their hips and another where one suffered a back injury."¹⁴ In addition, the door's sensors were set "against the manufacturer's recommendation and was criticized by industry experts called to testify in the case."¹⁵ However, in January 2016, a federal judge threw out this verdict and ordered a new trial.¹⁶

As difficult as it can often be to sue a cruise line, sometimes justice does prevail in these cases.

Why does the cruise industry have more legal immunity than other industries?

The cruise industry has two main sources of legal protections. The first is "maritime law," which governs any kind of ship or vessel and was developed to protect ship owners, not passengers. As one expert put it, maritime laws are not "modern, consumer-oriented" laws, but rather "nineteenth-century legal principles, the purpose being to insulate these companies from legitimate passenger claims."¹⁷

The second and more important source is the ticket packages themselves, which unbeknownst to most passengers are actually binding contracts between themselves and the cruise line. Courts have interpreted archaic maritime laws to allow cruise companies to insert a vast array of provisions into ticket "contracts" that make it difficult or impossible for Americans to bring suit if they suffer injury. And if the ship does not touch a U.S. port, passengers' legal rights are even more limited.

How do cruise ticket packages limit the liability of cruise companies?

Once someone purchases a cruise ticket, they have agreed to an extensive contract with the cruise company. The “Terms and Conditions” in this contract, which may be “only accessible in an Internet hyperlink”¹⁸ and are typically thousands of words written in legalese, define the passenger’s rights should something go wrong.¹⁹ Some cruises with various departure cities and itineraries may have different ticket contracts depending on the locations and the laws of that locale.²⁰ Passengers cannot negotiate these contracts or refuse to accept these terms. Even if they could, an average person cannot be expected to read or understand these documents. As one expert explained, “The microscopic terms and conditions in passenger tickets are, clearly, meant to be unreadable.”²¹

What are some typical provisions in a cruise ticket package that could present obstacles for anyone filing a lawsuit?

If someone is hurt or killed due to a company’s negligence, they (or their family) should have the right to hold that wrongdoer accountable in court, and be properly compensated. However, if that wrongdoer is a cruise company, the ticket package typically makes this extremely difficult. Contracts usually specify that before the company can be held liable for injuries from a defect on the ship, the cruise lines must have some kind of advance “notice” of the defect’s existence.²²

There are also limitations as to when a passenger can bring a claim. Cases against cruise lines are different from normal injury cases, where individuals have (according to state law) at least a couple years or more to hire an attorney, investigate what happened and file a claim. When a passenger is injured on a cruise ship, the ticket package usually requires that a “notice of claim”²³ be filed within six months of the incident and that the claims be filed within one year.²⁴ Getting around these limits is possible in some circumstances but generally very difficult.

Other common provisions allow the cruise company to decide in which state – and in which court – a lawsuit must be brought, and under which law the case should be decided.²⁵ Since many cruise companies are headquartered in Florida, tickets often require that lawsuits be brought Florida, even if the ship departed from and the injured passenger lives across the country. This adds a tremendous expense to the cost of filing a claim. And many contracts also specify that cases be brought in federal court, where the right to jury trial can be limited.²⁶

Are there any limits on how far a cruise company can go to escape liability?

Yes. U.S. maritime law does protect cruise passengers to some extent. For example, cruise companies cannot waive liability altogether. As one expert wrote, cruise ships “that touch U.S. ports may not disclaim liability for loss, death, damage, or delay caused or contributed to by the vessel’s negligence.”²⁷ (While cruises cannot waive liability for causing physical injuries, courts have split on whether separate contracts signed by passengers for risky recreational activities can waive liability.²⁸) However, in 1996, the cruise industry was able to convince Congress to allow cruise companies to waive liability “for infliction of emotional distress, mental suffering, or psychological injury” except if connected to an actual physical injury or was intentionally inflicted.²⁹ So even though a passenger might be stuck living in filthy, unbearable conditions for

days, as were the passengers of the *Carnival Triumph*, without actual physical injury, collecting adequate compensation might be very difficult.³⁰

Are there special laws to protect passengers from onboard sexual assaults?

Yes, cruise lines are prohibited by federal maritime law from waiving liability for “sexual harassment, sexual assault, or rape.”³¹ In addition, in 2010 Congress enacted the Cruise Vessel Safety and Security Act requiring companies to keep logs of serious crimes and report them to the FBI, which should help establish proof when injuries are caused by assault or other crimes.³² However these assaults remain a serious problem and more should be done. According to recent reports, “In 2014, the three top cruise companies – Carnival, Royal Caribbean, and Norwegian – reported 27 cases of alleged rape against cruise ship passengers and 18 alleged sexual assaults,” with “[v]ictims-advocate groups say[ing] that the actual numbers likely are significantly higher.”³³ Victims include a 31-year-old cruise ship passenger, who in 2014 was raped, punched and choked with electrical cords “by a crew member – before he tried to throw her overboard ... during a Valentine’s Day attack.”³⁴ In another instance, during an August 2015 voyage, a ship steward was accused of following a teenage boy into the cruise ship sauna and sexually assaulting him.³⁵

What if the ship’s medical treatment is negligent or the ship’s doctor commits medical malpractice?

As a recent *Consumer Reports* article describes,³⁶ much can go wrong regarding onboard medical care. For many years, the law regarding a cruise line’s responsibility for negligent medical treatment on a ship has been clear: Even though “[p]assengers have no real choice when it comes to obtaining medical care at sea [and] are limited to the shipboard medical staff recruited, selected, and hired by the cruise line,” the company has no responsibility if the care is negligent.³⁷ Doctors are considered “independent contractors” and ticket packages usually state this. However, more recently, courts are finding these provisions void for being in violation of maritime law,³⁸ which generally prohibits ship owners from waiving all liability for negligence.³⁹

For example, in a 2014 case that some experts believe may “lead to the abandonment of the prior rule,”⁴⁰ the 11th U.S. Circuit Court of Appeals,⁴¹ “which has jurisdiction over the major Florida-based cruise lines,”⁴² held Royal Caribbean liable for medical negligence. The case was brought by the family of Pasquale Vaglio, “a retired New York City policeman and Korean War veteran” who “was on the cruise of a lifetime with 18 family members in the summer of 2001” when he “fell and hit his head shortly after disembarking for a sightseeing trip in Bermuda.”⁴³ After being taken to the ship’s hospital, “a nurse did a cursory examination”⁴⁴ and sent him back to his cabin. Only later did doctors discover that “Vaglio had suffered a brain injury that would kill him within days.”⁴⁵ Wrote the *Associated Press*,

The judges noted that the Royal Caribbean doctor and nurse wore cruise line uniforms, were presented as ship employees and that the onboard medical center was described glowingly in promotional materials. Some modern cruise ships, they noted, have sophisticated intensive care units, laboratories and the ability to do live video conference links with medical experts on shore.

“We can discern no sound reason in law to carve out a special exemption for all acts of onboard medical negligence,” Circuit Judge Stanley Marcus wrote in the decision. “Much has changed in the quarter-century since [courts found no cruise line responsibility for medical negligence].”⁴⁶

Can excursions be dangerous as well?

As unsafe as conditions can be aboard a cruise, the risk of injuries or death on excursions can be even more serious.⁴⁷ As one expert notes, “Cruise ships generate substantial income from these tours, which are typically delivered by independent contractors not subject to the jurisdiction of U.S. courts. These independent contractors may be uninsured, underinsured, unlicensed, or irresponsible.”⁴⁸ Reported deaths and life-threatening injuries on excursions include murders, assaults, bus accidents, underwater diving asphyxiation, severe swimming and diving injuries, parasailing, ATV and zip-line accidents. Although “[c]ruise lines typically disclaim liability for shore-excursion accidents,” recently some courts have held cruise lines and shore excursion operators liable for injuries and deaths.⁴⁹

What other U.S. laws can limit the legal options of passengers who have been hurt?

The Death on the High Seas Act (DOHSA) is a law nearly a century old that is particularly cruel. Under DOHSA, once a ship is beyond three nautical miles from shore, if someone dies due to the ship’s negligence, families are prohibited from recovering anything but “pecuniary loss” – mainly lost income or wages.⁵⁰ In other words, this law values someone’s life by what they earn in the workplace, so if the victim is a child, a retired senior citizen or a stay-at-home parent, loss of their life is worth virtually nothing.⁵¹

Among the cases that might trigger DOHSA: children drowning in ship swimming pools. These tragedies happen far too often. As noted by the *Today Show’s Rossen Report* earlier this year, although there are “1.5 million children” aboard cruises annually and “some cruise ships have over 1,000 employees aboard, there are no lifeguards aboard three of the biggest cruise lines – Royal Caribbean International, Norwegian Cruise Line and Carnival Cruise Lines.”⁵² In the past few years alone, several children have died in drowning incidents aboard these ships, including a 10 year-old girl this past May.⁵³ Perhaps the virtual lack of liability for the death of children is one reason why cruise lines lack the financial incentive to ensure the safety of swimming pools for children.

What about international cruises?

If a cruise does not touch a U.S. port, the ticket contract can be subject to even more restrictive international laws and ticket packages. One important international law governing many cruise ships is the Athens Convention. Even though the United States is not a signatory to the Athens Convention, its provisions are sometimes part of the cruise ticket contract. The Athens Convention, among other things, strictly limits the compensation an injured passenger can recover. The “2002 protocol,” which went into force in 2014, caps liability but at least represents a significant increase from previous law. The 2002 protocol limit is tied to the International Monetary Fund’s Special

Drawing Rights (SDRs) of 250,000 per passenger and up to SDR 400,000.⁵⁴ (Currently 1 U.S. dollar = 0.728034 SDR.⁵⁵)

That might be considered generous given the prior law. The ticket contract for Carnival's Costa Concordia, which crashed and killed 32 people off the coast of Italy in 2012, had a number of severe liability restrictions. Explained the *New York Times*,⁵⁶

Cruise contracts are notoriously restrictive regarding the rights of passengers, and Costa's 6,400-word contract is no exception. ...

Costa's contract states that the line will pay no more in cases of death, personal injury and property loss than about \$71,000 per passenger. It allows no recovery for mental anguish or psychological damages. It bars class-action suits. ...

For cruises that do not involve a United States port, the contract states, any litigation must be brought in Genoa, Italy, and be governed by Italian law. But when it comes to liability, the contract says the company can take advantage of any limits set by international treaties or the laws of the United States, which are very generous to owners of vessels. If there is a conflict among the patchwork of laws and treaties regarding liability, it says, "the Carrier shall be entitled to invoke whichever provisions provide the greatest limitations and immunities to the Carrier."

"That's called the 'the terms are whatever we want them to be' clause," [maritime attorney Jack] Hickey said. "It's a contract created by lawyers under this fantasy that the everyday passenger will understand what that means."

Notes

¹ Cruise Lines International Association, "Cruise Lines, Passengers Spent \$21 Billion in 2014, Jumping 16 Percent in Four Years and Representing New Peak in U.S. Cruise Industry Expenditures," October 19, 2015, <http://www.cruising.org/about-the-industry/press-room/press-releases/Cruise-Lines-Passengers-Spent-21-Billion-In-2014>

² Justice Thomas A. Dickerson, "The Cruise Passenger's Rights and Remedies 2014: The Costa Concordia Disaster: One Year Later, Many More Incidents Both on Board Megaships and During Risky Shore Excursions," 38 *Tul. Mar. L.J.* 515, 518 (Summer 2014), quoting Stephanie Rosenbloom, "How Normal Are Cruise Mishaps?" *New York Times*, May 8, 2013, <http://www.nytimes.com/2013/05/12/travel/cruise-mishaps-how-normal-are-they.html>

³ Ian Urbina, "Stowaways and Crimes Aboard a Scofflaw Ship," *New York Times*, July 17, 2015, <http://www.nytimes.com/2015/07/19/world/stowaway-crime-scofflaw-ship.html>

⁴ See, John H. (Jack) Hickey, "Cruise Ship Accidents: What are the Rights of the Passenger," *The Senior Lawyer*, New York State Bar Association, Vol. 7, No. 1, Spring 2015; John H. (Jack) Hickey, "Cruise Ship Accidents: What are the Rights of the Passenger," *The Senior Lawyer*, New York State Bar Association, Vol. 6, No. 1 Spring 2014.

⁵ Jeff Rossen and Josh Davis, "Cruise ships may carry unwelcome passengers: Germs," *Today Money*, April 1, 2015, <http://www.today.com/money/cruise-ships-may-carry-unwelcome-passengers-germs-t12336>

⁶ Elizabeth Whitman, "Cruise Ship Norovirus Outbreak 2015: Dozens of Star Princess Passengers Sickened By Stomach Bug," *International Business Times*, October 5, 2015, <http://www.ibtimes.com/cruise-ship-norovirus-outbreak-2015-dozens-star-princess-passengers-sickened-stomach-2127270>

⁷ Alice Gomstyn, “Vanished at Sea: Baffling Cruise Ship Missing Persons Cases,” *ABC 20/20*, January 20, 2012, <http://abcnews.go.com/US/vanished-sea-baffling-cruise-ship-missing-persons-cases/story?id=15380865#4>

⁸ Testimony of Kendall Carver before the U.S. Senate Surface Transportation and Merchant Marine Subcommittee, Hearing on “Cruise Ship Safety: Examining Potential Steps for Keeping Americans Safe at Sea,” June 19, 2008, http://www.internationalcruisevictims.org/files/Total-testimoney1a-1-with_titles.pdf.

⁹ Dickerson at 535, endnote 95.

¹⁰ Justice Thomas A. Dickerson, “The Cruise Passenger’s Rights and Remedies 2014: The Costa Concordia Disaster: One Year Later, Many More Incidents Both on Board Megaships and During Risky Shore Excursions,” 38 *Tul. Mar. L.J.* 515, 537, endnote 103 (Summer 2014).

¹¹ *Id.* at 537, endnote 104.

¹² *Id.* at 539, endnote 110.

¹³ Mike Carter, “\$21.5M verdict follows repeat injuries from Holland America ships’ doors,” *Seattle Times*, November 11, 2015, <http://www.seattletimes.com/seattle-news/crime/giant-verdict-against-holland-america-followed-repeat-injuries-from-ships-sliding-doors/>

¹⁴ *Ibid.*

¹⁵ *Ibid.*

¹⁶ Gene Johnson, “Judge tosses \$21.5M verdict in Holland America cruise-injury case,” Associated Press (January 5, 2016), <http://www.seattletimes.com/seattle-news/seattle-judge-tosses-215m-verdict-in-cruise-injury-case/>

¹⁷ Justice Thomas A. Dickerson, “The Cruise Passenger’s Rights and Remedies 2014: The Costa Concordia Disaster: One Year Later, Many More Incidents Both on Board Megaships and During Risky Shore Excursions,” 38 *Tul. Mar. L.J.* 515, 523 (Summer 2014).

¹⁸ *Id.* at 563.

¹⁹ See John Schwartz, “Cruise Lines Use Law and Contracts to Limit Liability,” *New York Times*, January 18, 2012, http://www.nytimes.com/2012/01/19/world/europe/cruise-lines-use-law-and-contracts-to-limit-liability.html?_r=0 (For example, the ticket contract for the Costa Concordia, which crashed in 2012 killing 32 people, was 6,400 words and “sharply limit[ed] the kinds of lawsuits that can be brought, where those suits can be brought and how much the company can be made to pay ... and bars class-action suits.”)

²⁰ See Princess Cruises, *Passage Contract*, accessed December 8, 2015, http://www.princess.com/legal/passage_contract/index.jsp

²¹ Justice Thomas A. Dickerson, “The Cruise Passenger’s Rights and Remedies 2014: The Costa Concordia Disaster: One Year Later, Many More Incidents Both on Board Megaships and During Risky Shore Excursions,” 38 *Tul. Mar. L.J.* 515, 559 (Summer 2014). See, e.g., Carnival Cruise Line, *Ticket Contract*, accessed December 8, 2015, <http://www.carnival.com/about-carnival/legal-notice/ticket-contract.aspx>; Princess Cruise Lines, *Passage Contract*, accessed December 8, 2015, http://www.princess.com/legal/passage_contract/pcl.jsp; Royal Caribbean Cruises, *Cruise/Cruisetour Ticket Contract*, accessed December 8, 2015, https://secure.royalcaribbean.com/content/en_US/pdf/CTC_Not_For_BR.pdf

²² Justice Thomas A. Dickerson, “The Cruise Passenger’s Rights and Remedies 2014: The Costa Concordia Disaster: One Year Later, Many More Incidents Both on Board Megaships and During Risky Shore Excursions,” 38 *Tul. Mar. L.J.* 515, 544 (Summer 2014).

²³ A notice of claim is a requirement that the injured person must notify the defendant (*i.e.*, the cruise line) of the injury and the intent to bring suit before a lawsuit can be filed.

²⁴ Maritime law, in a federal statute enacted by Congress, allows the cruise industry to force such time limits. 46 U.S. Code §30508. If the ticket does not specify a time period, federal maritime law requires that claims involving personal injury or death be brought within three years. 46 U.S. Code §30106.

²⁵ Justice Thomas A. Dickerson, “The Modern Cruise Passenger’s Rights & Remedies - Part II,” *N.Y.S.B.J.* (June 2007) at 18, 20.

²⁶ See, John H. (Jack) Hickey, “Cruise Ship Accidents: What are the Rights of the Passenger,” *The Senior Lawyer*, New York State Bar Association, Vol. 6, No. 1 Spring 2014.

²⁷ Justice Thomas A. Dickerson, “The Cruise Passenger’s Rights and Remedies 2014: The Costa Concordia Disaster: One Year Later, Many More Incidents Both on Board Megaships and During Risky Shore Excursions,” 38 *Tul. Mar. L.J.* 515, 575, citing 46 U.S. Code §30509 (Summer 2014).

²⁸ *Id.* at 523-4, citing *Brozyna v. Niagara Gorge Jetboating, Ltd.*, No. 10-CV-602-JTC, 2011 WL 4553100, at *2 (W.D.N.Y. Sept. 29, 2011) and *Johnson v. Royal Caribbean Cruises, Ltd.*, 449 F.App’x 846, 2011 AMC 1171 (11th Cir. 2011), which reached different conclusions.

²⁹ *Id.* at 575, discussing 46 U.S. Code §30509.

³⁰ Emily Field, “Carnival Passengers Win \$118K Damages for Cruise Fiasco,” *Law360*, March 2, 2015, <http://www.law360.com/articles/626308/carnival-passengers-win-118k-damages-for-cruise-fiasco> (The judge awarded only limited damages to most passengers in the case, noting that “the court found insufficient evidence to support compensable injuries and denied recovery on that basis.”)

³¹ 46 U.S. Code §30509.

³² 46 U.S. Code §3507.

³³ Sid Lipsey, “Protect Yourself Against Sexual Assault on a Cruise Ship,” *Yahoo Travel*, April 28, 2015, <https://www.yahoo.com/travel/protect-yourself-against-sexual-assault-on-a-117462447332.html>. See Carnival Corporation & PLC, “Voluntary Report of Alleged Crimes,” accessed December 8, 2015, <http://phx.corporate-ir.net/phoenix.zhtml?c=140690&p=irol-voluntaryreport>; Royal Caribbean Cruises, “Disclosure of Alleged Crimes,” accessed December 8, 2015, http://media.royalcaribbean.com/content/en_US/pdf/statistics_disclosure.pdf; Norwegian Cruise Line, “Voluntary Disclosure of Alleged Crimes,” accessed December 8, 2015, <https://www.ncl.com/about/voluntary-reporting-statistics>

³⁴ Paula McMahon, “Cruise rape victim was ‘painted in blood from head to toe,’” *Sun Sentinel*, February 25, 2015, http://articles.sun-sentinel.com/2014-02-25/news/fl-cruise-rape-hearing-20140225_1_cruise-ship-passenger-port-everglades-holland-america-lines

³⁵ “Carnival Cruise Lines Worker Accused of Sexually Assaulting Teen,” *KTRK-TV Houston*, August 17, 2015, <http://abc13.com/home/cruise-line-worker-accused-of-sexually-assaulting-teen/938097/>

³⁶ “What you need to know about medical care on cruise ships,” *Consumer Reports*, March 2, 2015, <http://www.consumerreports.org/cro/news/2014/04/7-things-you-need-to-know-about-medical-care-on-cruise-ships/index.htm>

³⁷ Robert D. Peltz and Carol L. Finklehoffe, “Time Has Passed Barbetta by: Washing Away over 100 Years of Outdated Precedent,” 89 *Tul. L. Rev.* 1207 (June 2015).

³⁸ See, John H. (Jack) Hickey, “Cruise Ship Accidents: What are the Rights of the Passenger,” *The Senior Lawyer*, New York State Bar Association, Vol. 7, No. 1, Spring 2015.

³⁹ 46 U.S. Code §30509.

⁴⁰ Robert D. Peltz and Carol L. Finklehoffe, “Time Has Passed Barbetta by: Washing Away over 100 Years of Outdated Precedent,” 89 *Tul. L. Rev.* 1207 (June 2015).

⁴¹ *Franza v. Royal Caribbean Cruises, LTD.*, 948 F.Supp.2d 1327 (S.D. Fla. 2013), <http://media.ca11.uscourts.gov/opinions/pub/files/201313067.pdf>

⁴² Curt Anderson, “Ruling opens door for cruise malpractice suits,” *USA Today*, December 23, 2014, <http://www.usatoday.com/story/news/nation/2014/12/23/ruling-cruise-malpractice-lawsuits/20798131/>

⁴³ *Ibid.*

⁴⁴ *Ibid.*

⁴⁵ *Ibid.*

⁴⁶ *Ibid.*

⁴⁷ See, e.g., John H. (Jack) Hickey, “Cruise Ship Accidents: What are the Rights of the Passenger,” *The Senior Lawyer*, New York State Bar Association, Vol. 7, No. 1, Spring 2015; John H. (Jack) Hickey, “Cruise Ship Accidents: What are the Rights of the Passenger,” *The Senior Lawyer*, New York State Bar Association, Vol. 6, No. 1 Spring 2014.

⁴⁸ Justice Thomas A. Dickerson, “The Cruise Passenger’s Rights and Remedies 2014: The Costa Concordia Disaster: One Year Later, Many More Incidents Both on Board Megaships and During Risky Shore Excursions,” 38 *Tul. Mar. L.J.* 515, 544 (Summer 2014).

⁴⁹ *Id.* at 521.

⁵⁰ 46 U.S. Code §30302; 46 U.S. Code §30303.

⁵¹ Some recent cases have allowed non-economic damages in these cases. See, John H. (Jack) Hickey, “Cruise Ship Accidents: What are the Rights of the Passenger,” *The Senior Lawyer*, New York State Bar Association, Vol. 7, No. 1, Spring 2015.

⁵² Jeff Rossen and Charlie McLravy, “Why do some cruise ships lack lifeguards to watch children?” *Today Parents*, April 2, 2015, <http://www.today.com/parents/why-do-some-cruise-ships-lack-lifeguards-watch-children-t12741>

⁵³ “Cruise Ship Enters Port Canaveral after girl, 10, drowns,” *Associated Press*, May 19, 2015, <http://www.floridatoday.com/story/news/local/2015/05/18/cruise-ship-enters-port-girl-drowns/27564607/>. See also, Heather Tooley, “Norwegian cruise line drowning: Child dies after being pulled from ship pool,” *Examiner.com*,

February 4, 2015, <http://www.examiner.com/article/norwegian-cruise-line-drowning-child-dies-after-being-pulled-from-ship-pool> (four-year-old boy dies after drowning in onboard pool); “Carnival Cruise Lines says 6-year-old boy drowned in pool at sea,” *Associated Press*, October 14, 2013, <http://www.cbsnews.com/news/carnival-cruise-lines-says-6-year-old-boy-drowned-in-pool-at-sea/> (six-year-old boy drowned in pool aboard Carnival Cruise ship).

⁵⁴ International Maritime Organization, “Athens Convention relating to the Carriage of Passengers and their Luggage by Sea,” April 23, 2014, <http://www.imo.org/en/About/Conventions/ListOfConventions/Pages/Athens-Convention-relating-to-the-Carriage-of-Passengers-and-their-Luggage-by-Sea-%28PAL%29.aspx>

⁵⁵ International Monetary Fund, “Exchange Rate Archives by Month,” accessed December 8, 2015, http://www.imf.org/external/np/fin/data/param_rms_mth.aspx

⁵⁶ John Schwartz, “Cruise Lines Use Law and Contracts to Limit Liability,” *New York Times*, January 18, 2012, <http://www.nytimes.com/2012/01/19/world/europe/cruise-lines-use-law-and-contracts-to-limit-liability.html>